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8944A — 30074

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Original

List of Retainable papers for 1846.

Received Letters Sub Collector Madura Collector's Office.

மதுரை மாவட்டத் தொகுதி 8944-30074

Date.	Number.	From whom received.	Substance.
46		The Sub Collector of Madura	Report of the Sub Collector of Madura on the past & present state of the Cummeddi Zemindary, and explanation of the demand likely to be made by the supposed proprietor, on the Government, for remuneration during the period that the Estate was under immediate Management
		do	Account of the Zumeendary Jummabundy of the Zemindary Zenny from Fusly 1226 to Fusly 1252
			Memorandum of documents required from the Principal Cutcherry's Records in account of the Cummeddi Estate.
		The Sub Collr of Madura	Statement of the Settlement charges of Nett Revenue & of the amount due to Govt. from the Cummeddi Zemindary up to Fusly 1249

D வரிசை
செப்பனிடுவதற்காக எடுத்துக் கொள்ளப்பட்ட
ஜனமாதம் 1984 வருடம்
செப்பனிட்டு முடித்த
ஜூலை மாதம் 1984 வருடம்
ஆராய்ச்சி உதவியாளரின் கையொப்பம்.

List of Retainable papers for 1846.

...ceived Letters. Sub. collector. Madura Collector's Office.

...ate.	Number.	From whom received.	Substance.
10/1/46		The Sub. collector Madura	Statement of the Settlement charges of Nett Revenue and of the amount due to Govt from the Cummadi Zemindary up to fusly 1253
		do	Account of interest due on Sums to be paid by the Proprietor of the Cummiadi Estate to the Govt with back interest allowed on all Sums received in excess of the Expenses of each year
			List of documents connected with the proceedings in the matter of Bungaru Appiah Naick alleged heir to the Zemindary of Cummamady forwarded by the Sub Collr with his letter of the 13th Feby 1846 No 57 to the Principal Collr of Madura

List of Retainable papers for 1846

Received Letters Sub-Collector Madura Collector's Office.

Date.	Number	From whom received.	Substance.
[illegible]/12/46	42	The Sub. Collector	Correspondence relating to the nomination of persons to appointments in the Nellacottah Talooks
11/12/46	53	do	Correspondence relating to the indebtness to the Zemindar by the ryots of Ayakudy for the amount he states.
[illegible]/12/46	62	do	Correspondence relating to the claims to succeed to the [illegible]ship of Agulet Supor Koolipatti attached to Vembare pettah, consequent of the death of the [illegible] Napa poory Pillai
1/12/46	65	do	Correspondence relating to the claims of Seshiengar of Colaimpootho[illegible] the [illegible] of that village.
4/12/46	67	do	Submitting the record in the matter of the stated appropriation of the Circar land by the Zemindar of Yarsakka Naickunoor.

List of Retainable papers for 1846.

Received Letters. Sub Collector — Madura Collector's Office.

Date.	Number.	From whom received.	Substance.
24/2/46	70	The Sub. Collr	Informing, in reply to a question from the Collector, that the Zemindar of Amma-maya Naicknoor, is in undisputed possession of the greater part of the Sirumalai Hills.
25/2/46	73	do	Correspondence relating to the boundary dispute of the Sukkumputty Zemindary.
18/3/46	104	do	Correspondence relating to the Complaint from the mother of the minor Zemindar of Cumbliamputty in Tarikumbra, on the sequestration of the Land for the Salary of her Gumastah.
28/3/46	116	do	Correspondence relating to the Claims of Muttu-Sami Naik to the Nattamai of Carsniamputty in the Yersakka naicknoor Zemindary.

List of Retainable papers for 1846.

Received Letters Sub. Collector, Madura Collector's Office.

Date.	Number.	From whom received.	Substance.
7/3/46	126	The Sub Collector	Correspondence relating to the petitions of Chockappa Naiker of Jerridipurry in connection with a dispute regarding claims to certain lands in the Guruvapathy village.
7/5/	128	do	Sending instructions in the matter of the ownership of a portion of the Sirumalai Hills, of the Ammaya Naickanoor Zemindary.
1/4/46	129	do	Informing that the well attached to the choultry at Palkanoor was not dug at the expense of Govt.
			List of documents sent by the Sub Collector relating to the outlay for the construction of Stone Steps to the well attached to the Choultry at Palkanoor.

List of Retainable papers for 1846.

Received Letters. Sub. Collector Madura Collector's Office.

Date.	Number.	From whom received.	Substance.
1/4/46	137	The Sub Collector Madura	Correspondence relating to the appointment of a Gumastah by Iylammal mother of the minor Zemindar of Ammayampetty.
do	139	do	Correspondence relating to the rent of a portion of the Sirumalai Hills.
2/4/46	141	do	Correspondence relating to the claims of Chidamparam Pillai & others, for the Nattamai of 3 hamlets in the Tar-Kombu Taluq, consequent on the resignation of Vadamalai pillai
3/4/46	143	do	Correspondence relating to the dispute between the Zemindar of Nellakotah & one Kamakshy Pillai respecting $287\frac{3}{4}\frac{1}{16}$ of Nanjah land in the village of Sevalampetty.

1846

List of Retainable papers for 1846.

Received Letters Sub Collector Madura Collector's Office.

Date.	Number.	From whom received.	Substance.
/4/46	146	The Sub Collr Madura	Correspondence relating to the Subject of Calleamputtee Nattamai
/4/46	148	do	Submitting particulars of Cases brought by Mutter Pillai & other others, having reference to certain banks, channels etc in Puddyputty of the Vadikombu Talug.
/4/46	153	do	Correspondence relating to the petition of Vardappa Naik claiming 250 Guntahs of land situated in Devadanampetty.
/4/46	157	do	Correspondence relating to the Subject of Mancolam Sluice situated within the limits of the Keeranoor Village
/4/46	172	do	Correspondence relating to the Subject of appropriation of certain land of Cadoor Zemindary to that of Sakkampetty.

List of Retainable papers for 1846

Received Letters. Sub Collector Madura Collector's Office.

Date.	Number.	From whom received.	Substance.
21/4/46	178	The Sub collr Madura	Forwarding the results of the enquiry in the matter of the Gurdaim of Kalvara Kutty lands
25/4/46	182	do	Correspondence relating to the claims for the lands in Devadhanam pettah.
			Statement of Emergent Maramut works up to the 30th April as received from the Talooq.
18/5/46	237	do	Correspondence relating to the Manieums of the Palkanoot Chuttrum
27/5/46	252	do	Informing of the grant of a piece of land to Pitha moottu for Nunjah Cultivation.

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List of Retainable papers for 1846.

Received Letters Sub Collector Madura Collector's Office.

Date.	Number.	From whom received.	Substance.
[illegible]/5/46	..	The Sub-collector Madura	Report of the Sub-collector of Madura on the Mudah of Calamandy situated in the Talook of Iyempully, Dindigul Division.
[illegible]/6/46	269	do	Correspondence relating to the ~~[illegible]~~ claims of the various parties to the Curnumship of Augulipetty.
[illegible]0/6/46	271	do	List of Public buildings occupied by the Civil Dept in the Districts of Madura & Dindigul for the years 1844/45
[illegible]2/6/46	279	do	Forwarding an address from the Tahsildar of Ayempully on the Subject of the new step required to the Jungor on the Amaravati

List of Retainable papers for 1846.

Received Letters. Sub: Collector Madura Collector's Offic

Date.	Number.	From whom received.	Substance.
15/6/46	282	The Sub: Collector Madura	Correspondence relating to the petition from Ananatara-miah of Melamanagalam Complaining of his being ejected from a portion of his jah land granted to him
16/6/46	288	do	Correspondence regarding the maniems enjoyed by the Nattamgar of Sendyoor
16/6/46	289	do	Informing that Pichamoothu has no claim to the land referre
do	294	do	Submitting his opinion that Muthumalappa Naik has not been hanged

List of Retainable papers for 1846.

Received Letters Sub-collector Madura Collector's Office.

Date.	Number.	From whom received.	Substance.
8/46	305	The Sub-collector Madura	Requesting to send the Tysal Coolinga Accounts of the village of Nalamanacottai in Tadicomboo Iq to settle a dispute regarding the transfer of Iyen to manium lands
do	306	do.	Requesting to send the accounts of Srotrium of Coovarumba pettyo
13/46	316	do	Forwarding the receipt of 2d Dresser Mathurahnthu Pillai on account of his pay for July 1846
10			Proposed endorsement on Petition No 764 of 1846 addressed to the Board of Revenue by Selcakam ava Goundan & others of Cullamandy in Iyem petty.

List of Retainable papers for 1846.

Received Letters. Sub Collector Madura Collector's Office.

Date.	Number.	From whom received.	Substance.
17/8/46	326	The Sub Collector Madura	Informing that the widow of the late Zemindar of Devadanapatty died childless and her Next of Kin are in the province of Tinnevelly.
31/8/46	350	do	Informing that he has no original Purwanas granting the Cauzy [illegible] ency of Gunguwarpatti
1/9/46	358	do	Submitting the report of the Tahsildar on the depositions taken in connection with a petition from the Ryots of Roddupatty
4/9/46	360	do	Correspondence relating to the Claims of Muttu Samy Naick to the Nattam of Cannianpatty.
[illegible]/9/46	384	do	Requesting to be permitted to arrange for the issuing of Pattahs, in the ~~[illegible]~~ name of Venkatamma of Butlagundu

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List of Retainable papers for 1846.

Received Letters *Sub. Collector* Madura Collector's Office.

Date.	Number.	From whom received.	Substance.
/46	385	The Sub. collector Madura	Recommending the appointment of Appasamiah to the Nattamy of Calliemputtur in Conformity to the wishes of the ryots.
0/46	429	do	Correspondence relating to the ~~of~~ Settlement of lands in the village of Manganai Kerupetty attached to the Mittah of Velupatty.
0/46	443	do	Soliciting instructions with regard to the levying of tax on the garden lands cultivated with Punjah in the villages of Manga Naickenputty & Chintala vadamputty.

List of Retainable papers for 1846.

Received Letters. Sub. Collector. Madura Collector's Offic

Date.	Number.	From whom received.	Substance.
31/10/46	446	The Sub. Collr. Madura	Informing that he would send the documents relating to the claims of Venkata Chellampillai for 5 villages in Iyempetty
30/10/46	447	do	Recommending the Confirmation of his former decision giving Kalisetty the proprietorship of the land alluded to.
11/11/46	461	do	Informing that enquiry would be made into the matter of Complaint by Khyum Beg Sepoy & the results thereof would be communicated to him

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List of Retainable papers for 1846

Received Letters *Sub. Collector* Madura Collector's Office.

Date.	Number.	From whom received.	Substance.
11/46	467	The Sub. Collector Madura	Soliciting instructions in the matter of a Suit brought by one Anantiah of Melamangalum, ousted from possession of land in Kelamangalam, by the orders of the Collector
18/11/46	470	do	Correspondence relating to the Collection of outstanding balances within the limits of Lyempully
do	471	do	Correspondence relating to the claims of Venkata Chellum Pillai to 7 village in the Lyempully talug
do	472	do	Correspondence relating to the sequestration of [illegible] Inam lands the village referred to till the payment of the balance.

List of Retainable papers for 1846

Received Letters. Sub. Collector. Madura Collector's Office

Date.	Number.	From whom received.	Substance.
13/11/46	474	Mr Sub. Collec. Madura	Correspondence relating to the Construction of a channel west of the Codavanar bridge
25/11/46	479	do	Correspondence relating to the petition from Coomary Pillai & other 3 Nattangars of Cumbum consequent on their loss of appointment
1/12/46	485	do	Forwarding an endorsement from the Bd of Revenue on the petition of one Mahomed Meera Sahib Rowther & other inhabitants of Siddiencottah, laying claim to certain lands in Chtoor for which puttahs had been issued to them

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List of Retainable papers for 1846.

Received Letters Sub-Collector Madura Collector's Office.

Date.	Number.	From whom received.	Substance. 17
1/12/46	493	The Sub-Collector Madura	Forwarding a draft of an endorsement on a petition from certain ryots of Ayacoody complaining of the exactions of the Zemindar of that pla[ce]
8/12/46	496	do	Correspondence relating to the remission of interest for the balance due by the Zemindar of Ammanaiknoor.
16/12/46	497	do	Correspondence relating to the water dispute between Meera Rowthen & Rama Subbiere of Thamaracollam
do	498	do	Communicating Tahsildar's report on the petition of R Ayer Beg complaining of the closing of the pathway by the removal of the bridge by the parties themselves.

List of Retainable papers for 1846

Received Letters. Sub. Collector, Madura Collector's Office

Date.	Number.	From whom received.	Substance.
11/12/46	501	The Sub. Collr Madura	Correspondence relating to the holdings of Certain ryots of Pirdien cottah Cultivating lands in the village Athoor.

19 Received 15th February 1846

Recd with the Fresh [illegible]
12th May 1846

19

Report of the Sub Collector of Madura on the past and present state of the Canniwady Zemindary, with explanation of the demand likely to be made by the supposed Proprietor, on the Government, for remuneration during the period that Estate was under its own immediate Management.

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1 In Consequence of the death of Doraisawmy Appiah Naick, on the 25 October 1844, to whom possession of the Canniwady Estate had been given on the 3rd of November previous, it appeared a suitable opportunity for again bringing

to

to Notice, and further examining the proceedings in that Zemindary, and particularly, the liability of the Government to be called upon to restore or make good to the ostensible proprietor; the amount of Certain remissions granted in favor of the Cultivators, but omitted to be deducted from the Tribute payable by the Zemindar.

2. It is purposed to divide this Report into two parts; one to shew the extent of the said liability, and the other to submit the means or method of meeting it.

The former part will exhibit

1st. The state of the finances &c of the Zemindary on assumption, and the present state of the Accounts & records from which the information has to be obtained.

2d. The reduction made in the land tax of Cannivaddy in addition to the Hoolloos which in the accounts is termed

termed "maf" and "Mumasib Cummy."

3^d^ The amount of the said Mumasib and responsibility of the Government to the extent of an equivalent.

4th The probability of a further de:mand for Compensation on account of lands granted to the Pagods or Coil.

The latter will shew.

1st That the Cannivady Estate was in due form resigned by Malliaudy Appiah Naick ancestor of Doorasawmy Appiah Naick, and therefore was the entire property of the Circar, on Condition of paying the ten percent allowance as Pension.

2nd That Doorasawmy Appiah Naick had forfeited all the right & title to the Estate, if he really ever possessed any, but which appears to have been made over to him without any direct instructions or permission to that effect from the Board of Revenue or Govern:ment; with an account of the means adopted to pay up the supposed ba:lance.

3^d^ Submitting for Consideration the subject of the Interest which had accumulat[ed]

accumulated on the Balances of Peshcush, with reference to the instructions of Government and the Board of Revenue.

4th That there are two claimants for possession of the Cannivady Zemindary

3 The inducement to lower the tax on the lands in Cannivady, may be gleaned from the 9th Paragraph of the Report× of the Principal Collector on the Jammabundy of the District of Madura for Fusly 1227 A.D. 1817/18, where it is stated "In the assumed Zemindaries there is a falling off in the "settlement of Rs. 4075 3 5, owing to "a decrease of Cultivation in some "of them, and to the Remission I "was obliged to make in others, "especially in Cannivady, both "on account of the assessment being "too high and to the different Cowls "granted by the Zemindar." Mr. Peters letter of the 22d of May

× dated × 18th Nov. 1818. Statement A

23

May 1819, referred to in the Procee-
dings of the Board of Revenue, dated
the 21st October of the same year,
could not be found amongst the
records at Madura; but it is
to be Considered from the Proceedings
that it was the intention of the
Board to restrict the validity
or operation of any proposed re-
duction to the Fuslies 1228/AD 1818/9, 1229/1819/20,
and 1230/1820/1; and them only in the ain
lands of the Dindigul Division.

4 With respect to the induce-
-ment or necessity for placing
the Cannivady Zemindary under
the immediate management of
the Circar, it appears from an
account forwarded to the Board
of Revenue on the 18th of September
1820 (dispatched from the Office
of the Principal Collector of
Madura), that for Certain annual
Balances

Balances which had been accumulating during 6 years, amounting to Rupees 13,560: 9. 7; that Estate was assumed in fusly $\frac{1226}{1816/17}$ with the following remark. "This Zemindary was as:sumed in Fusly 1226, and there are no means whatever of recovering the Balance." The same amount was also furnished me by the Head Sheristadar in a Mahratta Memo:randum, at the beginning of Octo:ber last. It is learnt, however, from the Copy of an order dated 30th June 1816, or 20 days before the Commencement of fusly 1226, issued by the Principal Collector of Madura, to Narasinga Rao the Talook Sheristadar or Moo:zoomdar of the Auyoor Talook (now included in Tirumangalom) that he should proceed to se:

=questrate

25 :questrate the Estate, and fix an es:
:tablishment on account of the Ba:
:lances of 5440 40 78 (or Rs. 19043.
2.7). As a Copy of this was sent
to the Head Tahsildar, and the
Zemindar, on the same date, and
not objected to at the time, when
a mis-statement could easily have
been discovered, it is most pro:
:bable that this account is Correct.
But the difference between this
statement and the one above
recorded, is Rs. 5482. 9. ", the
cause of which is not on record
or very evident.

5 To shew the extent, fertility,
or Capacity of the Zemindary
of Cannivady, it is worthy of mention
that on the 26th of November 1816,
a Takeed, No. 729, was sent to the
jafty Amina that if he were
careful, the Cultivation would
be increased to 30,000 Chakrams
on

in pains of about Rupees 83750 ps which is nearly Rupees 24,000 more than the Zemindary then gave, and Rs 25,000 above the Peishkush, shewing thereby; at least that there existed no natural impediment to the increase of Cultivation & Revenue.

On the 7th of December of the same year, the Aminah's Cutchery was placed under the orders of the Head Tahsildar of Dindigul, which order was Cancelled on the 28th of May 1818.

6. On the 13th of July 1818 it appears the Aminah was appointed Tahsildar of all Nellacottah, and directed to send a list of the Balances due by the Ryots of the Cannivady Estate from Fusly 1220 to 1227 to which
A.D. 1810/11 - 1817/18
an answer was returned on the 17th of the same month that
there

there was nothing due up to Fusly 1224
A.D. 1814/15.
but for Fuslies 1225 and 1226, the Balance
1815/16 1816/17
was Rupees 699 - 9 - 11 - Vizt. for the former
year Rupees 502 . 7 . 3 ., and for the
latter Rupees 197 . 2 . 8 ., and that
the Balance for Fusly 1227 amounted
A.D. 1817/18.
to Rs. 5826 . 3 . 11 ., which could be
Collected - the above only referred
probably to the Balances due by
the Cultivators themselves, & not
by the Zemindar to the Circar;
which however certainly did not
prove any great difficulty on the
part of the Ryots to meet the
demand.

7 On referring to the Account
of Rentals granted by the Zemindar
for Fusly 1225, it is found that they
A.D. 1815/16
amounted to Chukrams 19,706 . " . " or
about Rupees 41875 . 4 " of which
Chukrams 5947 - 7 - 6¼ , or about
Rs.

Rs. 12638 were still due by the Renters, according to the following Statement which was written in the following fusly.

A

Amount of Rentals for fusly 1225			Collected by the Head Cuchery			Collected by the Aumils Cuchery			Total Collected			Remaining Balance		
Chakrams	F	A	Ch	F	A	Ch	F	A	Ch	F	A	Ch	F	A
19706	..	..	12186	..	6	1572	2	2 3/4	13758	2	9 3/4	5947	7	1/4

On referring however to the Jammabundy Books for Fusly 1225, other items are discovered, which cannot be reconciled with the above, or with each other, as hereunder shewn.

B

1			2			3			4			5			6			7		
Settlement for fusly 1225			Small Rents			Total			Amount of Rentals			Amount of Aumany			Total			Difference of Cols. 3 & 6		
Chs	F	A	Ch	F	A	Ch	F	A	Ch	F	A	Ch	F	A	Ch	F	A	Ch	F	A
19401	4	10	2088	9	1/2	22090	3	11 1/2	10732	5	..	9893	1	15 1/2	20625	1	15 1/2	1464	8	1/2

Columns 4 and 5 were doubtless intended to explain Column 3, but the

the total in No. 1 neither agrees with No. 3 nor with any other account — Between the said two totals, there is a difference of Rs. 3106 14 4. The amount of Rentals in Statement A, is shewn to be Chakrams 19706, — but in B it is stated only to amount to Chakrams 10732 . 5 " . Both these accounts can scarcely be Correct; but whether the Jammabandy were really according to the 1st total (Chakrams 22090 . 3 11½ = Rs. 46,858 5 " , or the 2d . (Chakrams 20625 . 6 " 15½ = Rs 43,751 7 5) , each sum was in excess of the amount engaged for by the Renters, and both much above the Peshcush, and Consequently it is not in the slightest degree evident therefrom that there existed any absolute necessity for a reduction of the land tax

tary in that Zemindary.

8. A great mistake occurs either in the Jammabundy Books for Fusly 1225 / A.D. 1815/16, or for Fusly 1226 / A.D. 1816/17, for in the former the amount is stated as above shewn, whilst in the latter the amount quoted for "the past year" (alluding to Fusly 1225 / A.D. 1815/16) differs from any of the above, for it is stated at Chakrams 21,041-2-4, or Rs. 44,632-14-5; thus for that ~~single~~ Fusly the total amount of the Jammabundy is stated in four different sums, the difference between the highest and lowest being about Rupees 5,000, as here:under shewn.

	1			2			3			4		
	Amount of rentals			Settlement & Small rents			Total of rentals & Amany			According to the Jamab. book for 1226		
Chukrums	19,706	..	..	22,990	3	11½	20,625	6	15½	21,041	2	4
Rupees	41,875	4	..	46,858	5	..	43,751	7	6	44,632	14	5

9. The above discrepancies, whilst they tend to explain the state of the Accounts, shew little else but it appears sufficiently eli:cited that when the Estate was assumed, the Balances due by the Ryots up to the end of the said fusly 1225 / AD. 1815/16 was only Rs. 502.7-3, whilst the amount due by the Renters to the Zemindar was Rupees 12,838, and by the Zemindar to the Circar Rs. 19043.2.7; and therefore that the Ryot of all the said par:ties, was least in want of a re:duction. Two Lists were neverthe:less prepared in the Talook for that purpose, and are both dated 22d of July 1817, or 10 days after the close of fusly 1226. One Scale was for Nunjah, and the other for Punjah, upon what authority however does

does not appear. The Curnom of the Cusbah, Seringad, whom I examined on the Chittah for that Village, stated that there was no order from the Huzzoor, and the Tahsildar has stated the same. This deduction or remission was made on the settlement for Fusly 1227 (A.D. 1817/18) under the title of "Reduced tax according to the Circar order," and to the amount of Chs. 2007. 4. 15, or Rs. 5518. 5. 1.

10 On the 15 of July 1818, or 6 days after the Commencement of Fusly 1228, an order was sent by the Principal Collector, to submit the Total amount of the Hoolloos maf for Fusly 1227, also of the total amount after making the reduction, and the amount of the said reduction. The reply is not to be found, but the Jammabundy Book for Fusly 1228, states the Munasib Cummy for that Fusly (1228) at Chs.

Chs 2953 : 4 . 14½, or Rs 6,264 . 15 . 0 -

For the two Fuslies 1229 and 1230
A.D. 1819/20 1820/21

the Munasib was Rs. 11311 . 15 11 , besides
other remissions . For Fusly 1231, the
account procured by me from the
Talook, gave no remission, but on
examining the Village Settlement
Chittah, the amount was discovered
to be Rs. 6,634 . 15 . 1 . This is not
altogether without suspicion . It
will be seen from Enclosure I that
after deducting the Hoollos and
Coul remission, viz Rs. 1848 . 10 . 7,
from the Beriz of that year, the
remainder is Rupees 34901 . 6 . 8 ;
and after adding the Soornad hayem,
or Rs. 2956 . 15 . 5 , the total of settle-
ment is pronounced Rs. 37858 . 6 . 1 ,
which exactly coincides with the
amount entered in the accounts of
the Principal Cutchery . It does not
appear therefore from what amount
the above said Munasib was de-
ducted

:ducted, or whether deducted at all - If
not, there appears no particular rea:
:son for the exception - though it would
shew that no regular system pre:
:vailed, yet the Village Chittah
certainly has the amount duly
entered; and if such remission really
took place, the Talook Officers
of the Talook Cutcherry, at least,
seem not to have been aware of
it. - From Fusly 1232 to 1236 the
A.D. 1822/3 1826/27
Mumasil was entered, and for those
four years, amounted to Rupees
18380 - 3 - 10.

11 Although the Mumasil
had been deducted for 10 years to
the amount, as shewn above (in:
:cluding Fuslies 1226 and 1231), of
about Rupees 54350 / for the ac:
:counts differ slightly in the
Principal Cutcherry and the Talook /
no special order appears to have
been issued sanctioning the

inz

introduction of the Mumasib into Cum-
:mindary till the Fusly 1237, when
(AD 1827/8)
Mr Oster, on the 17th of July 1827
(5 days after the close of the said
fusly) sent a Perwanah (Illum)
to Nellacottah, with the necessary
proclamation. The wording of the order,
however, restricts the operation
of the Mumasib to that single
Fusly, and by not making any re:
:ference to former years, it is
scarcely extreme to suppose that
the previous existence in that
Zemindary during ten years, was
neither sanctioned by higher autho-
:rity, nor generally known to the
people, particularly as the restric-
:tive wording induced the then
Tahsildar, on the 18th of September
1828 (No 50) to request instruc:
:tions as to whether the Settle:
:ment for the ensuing Fusly
(1238) was to be treated in the
same

same way as Fusly 1237, or in any other manner; on which the then Principal Collector Mr. Viveash, on the 25th of the same month (No. 215), directed that the Koolloo's rates should be confirmed to, and at the period of the settlement, the necessity or propriety of the Reduction would be considered. Monthly Accounts were forwarded up to the 15th of September 1828, which shewed the reduction as during the previous Fusly, but a Remark is made thereon to the effect that in future the accounts would be drawn up according to the Principal Collector's orders (of the 18th) that is without the reduction. Accordingly an account from the 1st to the 15th of October was despatched on the 21st of October without the Memo[illegible]

About

37

9th Nov 1828

About 2 months subsequently, how:
:ever, a form was issued to the
Talooks, to make the future Savany
accounts accordingly, and in that form
a heading for Manasib Cummy
is observed; but this order appears
to have been anticipated in the
Talooks; for an account was
there prepared, making the Mana
-sib reduction from the 16th to the
31st October, and despatched to
the Huzzoor on the 2d of November,
so that the Account containing the
reduction, must have been recei:
:ved in the Principal Cutcherry
nearly a week before the permission
or orders from the same Office were
issued to make it!

12. It appears that in Consequence
of the actual measurements of the
lands in Annivady, proving the in:
correctness of all former accounts,
instructions, on the 18th September
1828

1828 No. 49, were requested from the Principal Collector as to whether the lands were to be entered according to the actual measurements then taking place, or according to last years accounts. The Pahsildar by an order, dated 25th of the same month No. 216, was directed to draw up the accounts according to the past year, and any further orders there might be after exami:nation, would be issued at the settlement time. No orders however appear to have been issued at that or any subsequent period, so that the measurements of lands under Cultivation annually entered since that period, would thereby appear to be perfectly in:correct.

13 The order of the Principal Collector, dated 5th of April 1829

39

1829 / No. 13 / draws the attention of the Tahsildar, to the Accounts for Fuslies 1235 and 1236 which Con-
A.D. 1825/6 1826/7
-tained the Mumasib; - Accordingly he was to prepare the accounts for Fusly 1238 / either by rescription
A.D. 1828/9
or by pasting on a piece of paper to the said accounts, shewing the Mumasib Cummy / there called "Maf"). It is not particularly evident why the Fusly 1237 which
A.D. 1827/8
was the past year, and when authority was given to the Tahsildar to make the Mumasib, should have been omitted, and two other Fuslies introduced or mentioned; when the said reduction was not authorized; but it would certainly appear therefrom that Sanction had never been, up to the 5th of April 1829, given or implied for the

the Mumatib reduction made du-
-ring the 2d & 3d year previous.

14 As the Tahsildar had not the means of complying with the instructions above adverted to, he addressed the Principal Collector on the 17th of April 1829 requesting the particulars which were to be added to the accounts for Fusly 1238 / A.D. 1828/9; and on the 25th of the said month, it is believed, the desired were sent to him; but neither of those accounts are to be found, (and I personally examined the Record Office) but the present Tahsildar verbally stated that he remembered the Head Sheristadar Ramaswamiah directing the said accounts to be sent to him, which was done, but they were never returned.

Lost in time of the late Sheristadar

The

the Jammabundy Books, however for that fusly prepared & forwarded on the 10th of August 1829, contained the Munasib, but for the amount entered or deducted, no order or sanction is discoverable; and it is singular why an order should be issued for pasting pieces on an Account in April, when the Accounts for that fusly could not have been closed, and the particulars obliged to come from the Principal Cutchery, which must be first known to the Curnoms - the Jammabundy book too could not, or rather was not, even with the urgent pasting, forwarded before the 10th of August -

15 On the 18th of November 1829 the Tahsildar of Nellacottah was directed to draw up an account, according to a form sent, which was to include the Munasib granted during the 3 previous years

years, the amount, as desired by the Ryots and that fixed by the Panchayet, to enable the Principal Collector to fix the Munasib for Fusly 1239 A.D. 1829/30; but neither the Account submitted, nor the sanctioned amount of reduction, are to be found in the Nellahcottah Saloot - the Sarishtadar gives the same reason for their absence as for the two others above mentioned - the accounts however from that year up to the close of Fusly 1252 / soon after which the Zemindary was made over to Dorasawmy Appiah Naick / Contain the Munasib Cummy or discretionary reduction nearly as given in the Enclosure No I.

16 In order to obtain as much information as possible

171 possible from the Public Records a list of Questions was submitted to the Principal Collector, to be answered by the Servants in his office, copy of which with the replies received forms Enclosure No. II. The Queries relate also generally to the subject of the Munnsib throughout the Sub Division; but the observations thereon are such as to induce a belief that the required information does not exist, or cannot be procured from the Records at Madura.

17. From the Settlement Reports of the Principal Collector and the Extracts from the Proceedings of the Board of Revenue thereupon, with other correspondence

from the year 1819 to 1825 it does not appear that any recognition of the necessity for a reduction in Cunnievady took place yet a reduction has been annually made from the Jamabundy Beriz of that estate during 26 years, which amounting to above Two lacs of Rupees could not be considered even uniform as Shewn in the following Extract from Enclosure No. I.

Fusly	Beriz after deducting the Hoolool	Amount of Muncasib
1231	36,750	6,634
1233	49,331	953
1236	60,955	3,461
1237	49,068	6,391
1239	47,350	6,765
1240	40,443	7,876

The reduction in 1231 being com=

paratively ten times the amount allowed in 1233 - But even the Hooloos cannot boast of any particular regularity as hereunder shewn - the amount of this reduction from fusly 1226 to 1232 is said not to be known in the Talook -

Fusly	Deriz	Hooloos	Remainder
1233	54,511	5,180	49,331
1234	58,022	1,681	56,341
1240	44,206	3,763	40,443
1241	52,051	3,359	48,692
1242	63,668	3,854	59,814
1243	66,967	3,840	63,127
1248	69,391	3,676	65,715

18. The accounts of the Settlement for fusly $\frac{1239}{\text{A.D. } 1829/30}$ to $\frac{1252}{1842/43}$ fourteen years received from the Principal Cuchery at Madura differ from those received from

the Talook to the amount, each year, of about Rupees 200, as shewn in the following Statement -

Fusly	Amount as obtained from the Records at Madura Rs	a	p	Amount as obtained from the Talook Rs	a	p	Difference Rs	a	p
1239	41,681	2	5	41,461	7	9	219	10	8
1240	44,424	2	5	44,246	2	9	178	15	8
1241	41,225	2	8	41,050	9	7	174	9	1
1242	44,024	1	11	43,819	15	1	204	2	10
1243	52,160	10	8	51,988	1	11	172	8	9
1244	55,766	1	2	55,541	2	3	224	14	11
1245	62,420	4	8	62,182	6	7	237	14	1
1246	45,947	2	5	45,838	6	5	118	12	"
1247	52,844	-	7	52,622	9	11	221	6	8
1248	55,527	14	5	55,361	13	9	166	"	8
1249	55,741	13	4	55,529	12	8	212	"	8
1250	52,005	10	2	51,822	8	"	183	2	2
1251	51,551	14	9	51,328	6	3	223	8	6
1252	48,936	13	8	48,743	10	7	193	3	1
Total	704,256	15	3	701,539	1	6	2717	13	9

From the amounts containing the above increase or difference of Rupees 2717-13-9 the Zemindar's ten percent allowance was deducted; but there is a sum of about Rs 4000 for Codey or late cultivation from which

(8) 47 47

which the allowance was not deducted and does not seem to have been included in any part of the Settlement amount as received from the Talook being probably ascertained at too late a period. I have stated about Rupees 4,000 because there are differences here also. In the account drawn up in the Principal Collector's

×Enclosure No III

Cutchery & dated 30th September 1840× which was, I believe, submitted to the Board of Revenue, the amount of Coday cultivation not entered in the Settlement is stated at Rs 4,062-5-9 whilst in an account,° prepared in the

°Enclosure No IIII

same Cutchery 3 years afterwards (or subsequent to the expiration of fusly 1252) the amount including the Coday cultivation during those three years although very trifling

still makes the Total only Rs. 3914 12 9.

So that the account did not gain much by the addition. In referring to the items it is discovered that for fusly 1249 / A.D. 1839/40 the amount is stated in No. III at Rs. 260 14 9. and in No. IIII at Rupees 60 14 9: this at first appears merely a clerical error; but the totals in each account are influenced by the difference. Enclosure IIII shews 2 Rupees more in the same item for fusly 1234 than is found in No. III; and the amount of Settlement for fusly 1240 as seen in column 2 of Enclosure IIII is more likely to be Rupees 44,427 than 44,424. The sum total of Col. 13 is out by Rs. 19,915. It should have been Rs. 1,144,774.12.. 19

The greatest difference however occurs under the article Maramut for certain fuslies as hereunder shewn.

Maramut

Fuslies	1246			1247			1248			1249			Total		
	Rs	a	p	Rs	a	p	Rs	a	p	Rs	a	p	Rs	a	p
According to Enclosure III	354	11	0	1073	2	8	1164	1	4	2337	1	6	5129	3	6
Do. Do. IIII	1073	2	8	1164	1	4	2337	1	6	415	5	2	4989	10	8
	2337			415			5[illegible]			91					

49

Although by the above comparative Statement it can be seen there is little difference in the Sum total according to either account for the 4 years still from whatever cause or accident those Sums were made to change places (though the 554.14 is no more discoverable throughout No III than the Sum 415 .5 2. is in No III.) the effect on the Sum total of each year is very great. I do not aver both accounts to be wrong but they are certainly not both correct. the following Statements will perhaps shew this difference & effect more clearly.

	Col 1	Col 6			Col 7			Col 8			Col 9			Col 12			Col 13		
	Fusly	Amount of Settlement after deducting the 10 per cent allowance & adding the Cobsy			Sebbundy & Sayerwar charges			Maramut charges			Total Cominsses?			Peshkush			Total of Columns 9 & 12		
		R	a	p	R	a	p	R	a	p	R	a	p	R	a	p	R	a	p
Enclosure III	1246	41,394	9	7	2456	8	1	554	14	-	3011	6	1	38139	14	2	41157	4	3
	1247	48,002	9	5	2472	12	3	1073	2	8	3545	14	11	38139	14	2	41,685	13	1
	1248	50,400	4	3	2494	6	8	1164	1	4	3658	8	-	38139	14	2	41798	6	2
	1249	50,228	9	2	2398	7	6	2337	1	6	4735	9	-	38139	14	2	42875	7	2
Enclosure IIII	1246	41394	9	7	2456	8	1	1073	2	8	3529	10	9	38139	14	2	41669	8	11
	1247	48002	9	5	2472	12	3	1164	1	4	3636	13	9	38139	14	2	41776	11	9
	1248	50400	4	3	2494	6	8	2337	1	6	2831	8	2	38139	14	2	42771	6	4
	1249	50228	9	2	2398	7	6	415	5	2	2813	12	8	38139	14	2	40953	10	10

Para 20 The total of the expen=
=diture for Monument up to fusly
1249 is stated in column 8 of En-
closure III to be Rupees 35,932- But
in the Abstract at the foot of the ac-
=count the same is stated at Ru=
pees 20,344-7-8- It seems that the sum
has been divided to make it tally with
the total as per column 6 in lieu of
putting the whole amount as per co=
lumn 8 and placing the sum credited
to Government as seen in column 13.

Para 21. After the same fashion
the 2d item at the foot of Enclosure IIII
exhibiting the Balance of Peshkush
before the assumption of the zemindary
as seen in column 10 is cut short by
Rupees 180-3-10- to make the first
total correspond with column 6.

Para 22 In the matter

of

of the allowance at the rate of ten per cent granted to the Zemindar, the enclosed accounts No. III and IIII agree: but in an account from the Principal Cutchery with which I was favored at the end of August last there appears a difference during the last 14 years of the Cunnewady Estate being under the Circar management as shown in the following Statement.

What meant is this?

Fusly	Zemindar's allowance according to Enclosure No. III			Zemindar's allowance according to account furnished on the 29th Augt. 1843			Difference		
	R	a	o	R	a	o	R	a	o
1239	4168	1	10	4146	2	4	21	15	6
1240	4442	11	5	4424	13	1	17	14	4
1241	4122	8	4	4105	..	11	17	7	5
1242	4402	6	7	4381	15	11	20	6	8
1243	5210	1	1	5798	13	..	17	4	1
1244	5570	9	9	5554	1	10	22	7	11
1245	6242	..	5	6218	3	10	23	12	7
1246	4594	11	5	4583	13	5	10	14	..
1247	5284	10	5	5262	4	2	22	2	3
1248	5552	12	8	5536	3	..	16	9	8
1249	5574	2	11	5552	15	8	21	3	3
1250	5200	9	..	5782	4	..	18	5	..
1251	5756	3	1	5732	13	5	23	5	8
1252	4893	10	11	4874	5	10	19	5	1
Total	70426	15	10	70153	14	5	273	1	5

advisability of resumption or modi=
=fication of the indulgence or even
to bring to light the inconsistencies
under the title of Munasib Cummy;
but my desire, & I may add my
Endeavor was to make the Government
secure against the demand before
it was too late. I maintain the
same opinion I did then, viz that
the largeness of the amount expected
to be recovered on this account
formed the chief motive for endeavor=
=ing to get the estate out of the hands
of the Circar. The amount of the
Munasib granted in Cummewady
from Fuslies 1227 to 1252
A.D. 1817/8 1842/3 as seen from
the enclosed Statement I is, with
the addition of two years omitted
in the Talook Rupees 212,204 - 2 - 4
without Interest. It might
possibly

Did he then [illegible] before [illegible]

[10]

65

possibly be urged that the reduction of the land tax increased the Revenue of the Estate by inducing the cultivator with increased profits to extend his cultivation; and on reference to the Settlement of later years such statement would appear to be borne out; but it may be seen by Statement I that whilst in Fusly 1226 / AD 1816/17 when there was no Muirasil, the Settlement was more than 2000 Rupees above the Peshkush it did not for 5 years after the introduction of such remission even reach the amount alone due to Government. It is not my wish to be understood as arguing against a remission or modification of the land tax as hastily fixed by Mr. Hurdis or as attempting to establish that a reduction

of rent on the highest assessed land and proportionately extended to land of inferior quality or less productive powers would not naturally lead to extended cultivation by increasing the means and comfort of the Ryot; but it has not been shewn that the boon ever reached the cultivator or the land most deserving it & it might possibly be found as in the case of Forme Cummy in the Madura Di=vision carried out by the same Cuchry that those parties least requiring it alone enjoyed the in=dulgence. The increased cultiva=tion was to be expected & naturally arose from a trifle more security and a little less tyranny the Estate gradually escaped from the influence

How does the [illegible] [illegible] [illegible]

of the renters and had one master less.
The same would result in every Mu-
-tah, Zemindary or Samustanum
throughout India - In more im
mediate reference to the prospects
of the Cultivator the Principal
Collector in November 1816 when
Vide para 5 the Estate was assumed had himself
borne testimony to the capabilities
of the Soil - The introduction of
the Munasib therefore was not
imperatively called for, but, if
really introduced for the purpose
of extending the cultivation it is
singular that it should have been
deemed necessary to raise some of
the rents at the same time under the
title of Munasib fasty - Gardens
assessed at 10 and 12 fanams
the goontah by the operation of

the Hoollood were by the Munasib
encreased to 3 fanams and the Ryots
continue to pay the same without
objection up to the present day
as allowed by three Curnums of that
Zemindary who were examined by
me on the Subject.

25 When the Munasib was
introduced into the Ain lands of the
Dindigul Division the Ryots of
the recently assumed Polliems might
easily be imagined as feeling desirous
of participating in the indulgence;
but according to a deposition taken
from one Soobramoniah Pillay
the Son of the Cunnewady Zemindar's
Sampritty at the Settlement time &
whose brother is now in the same
office stated that only a few persons
of a couple of Villages with the

[illegible]

Nataniyars at their head, peti=
=tioned for the Munasib merely
Stating, however, that, if granted
they would materially increase
their cultivation; but this was
not acted up to; and it is worthy
of remark that in the fusly 1227
A.D. 1817/18
there were fifteen assumed
Pattivas but in none of them
was Munasib granted except
Kunnewady and a very Small
trifle in Ammatary as here=
under Shewn. It did not
appear to extend to the ain villages
of either the Taudicamboo or Melloor
Talooks.

Munnasib granted in the Dindigul Division during Fusly 1227 A.D. 1817-18

	Talook or Estate	on Nunjah cultivation Rs	As	Ps	on Punjah cultivation Rs	As	Ps	Total Rs	As	Ps
Sircar Talooks &c.	Syemfully Talook	937	14	9	"	"	"	937	14	9
	Sengore Talook	2718	"	4	520	"	5	3238	"	9
	Battagoontah Estate	955	3	1	211	"	10	1166	3	11
	Sir Total	4611	3	2	731	1	3	5342	3	5
Assumed Palliems	Cunnewady	1175	14	10	4342	6	3	5518	5	1
	Amatarry	6	10	7	67	15	1	74	9	8
	Total for assumed Palliems	1182	9	5	4410	5	4	5592	14	9
	Grand Total	5793	12	7	5141	6	7	10935	2	2

Para 26 The Stated Proceedings of the Head Sheristadar Rama=swamiah, in calling for the talook records on so important a subject when he must have had, at the time attested copies in his own office and omitting to return them are far from satisfactory. I have not deemed it necessary to enter more deep=ly into this part of the enquiry; indeed, it belongs more to the general

subject of the Memorial throughout the whole division than to any report on the demand itself likely to arise therefrom in Cunnemady—

It is never the less to be observed that the reduction was made for certain years, if not for every fus-ly in the office of the Principal Collector after the Jamabundy Book shewing the amount of cultivation and the tax thereon had been furnished from the Talook.

This is seen by the orders of the Principal Collector above re=corded, but how it was to be there known what the merits were of each individual case, does not appear; but the Government are doubtless fully responsible for the amount remitted to the Ryots without

Mr Yarrath

× × ×

making any corresponding reduction in the Peshkush drawn from the Zemindary; and the holders of the Estate would long since have advanced their Claim; but the more favorable opportunity of my absence from the District which might soon possibly occur was most anxiously looked for.

Para 27. Whenever through the stated difficulty real or imaginary of a Zemindar or Mootahdar, to meet the demands of the Circar, it has been of late usual to make the reduction in the Peshkush, and not in the land tax to give the benefit to the landlord not the tenant as was granted in the matter of Oddacottah of Jeypore & therefore solicited, if not expected in the Mootah of Calamandhy; The deteriorisation of the Revenue formed the ground work of the

request

request although it was never pur-
posed to extend the slightest relief
to the cultivator who perhaps never
expected or required any - The sy-
stem adopted in Cummewady mate-
rially differed from this - The
Zemindar does not appear to have
ever urged the subject of the high
assessment on the lands & the regular
payments by the Ryots did not
shew there was any difficulty in
meeting the demand - the Zemindar
was the great defaulter and any
direct reduction in the Peshkush
would have been of the greatest
benefit to him but it was nomi-
nally granted to the cultivators &
whether it ever reached them or
not, the amount was certainly
deducted from the Settlement;

whilst whatever might have been the object or the tendency, the Settle-ment, by the reduction, was not increased for at least 5 years.

28 Besides the Hooloos and Munasib reductions, Cowls appear, by Enclosure I to have been liberally granted in Cunnewady during the 27 years to the amount of Rupees 49,842 13. for which should the claim for recovery of an amount equivalent to the Munasib meet with Success will also be put forward. It is not, I believe customary to grant cowls in any assumed Zemin-dary or Mutah which is not the pro-perty of the Circar.

29 There are other small items to which the Zemindar or other Proprietor might justly lay claim. One of them appeared in Fusly 1241
A.D. 1831/2

when an Assistant Gomastah Jivun-
17th April 1832 Row was deputed to examine the
frauds stated to exist in the Nel-
locotah Talook; and on the 20th of
April 1832 a Proclamation was
issued stating that whoever brought
the same to light should receive 10
per Cent of the amount proved. Frauds
were accordingly shewn in 39 Villages
to the amount of Rupees 3,619 " 3 & orders
were issued to collect the same from

		R	a	P
19 Villages of Cunnewady		2347	11	6
20 Do of Nellacottah		1271	4	9
	Total	3619	"	3

Besides the above were false
entries for Shavy & Ellaramut all of
which occurring & discovered in Cunne-
wady should have been carried to the
account of that estate. This individual
who upon order investigated & proved
the frauds not only received no portion
of the promised allowance but lost

his situation, and has never since been permanently employed. Other persons were therefore debarred from coming forward these discoveries proving even then a very thankless & dangerous occupation.

30 Having stated all at present in my possession which appears necessary for a sufficient comprehension of the demand likely to be made on the Government I will proceed to the 2d division of the subjects connected with that Zemindary.

31 It having been previously mentioned to me by Soobramoniah pillay alluded to in para 25 that the Cunnewady Estate had been formally resigned by Mallicady Appiah Naik a Deposition was taken from him touching the particulars when he stated that at the settlement time

Fusly 1212
A.D. 1802/3 one Soobbah Row deputed from the Huzzoor fixed the annual settlement

Settlement of the Cunnuvady Estate at about Chakrams 48000 on which occasion he accompanied his father the Sampprithy Shenmogham Pillay, and the Zemindar then made a representation to Mr. Hurdis that on account of some of the Ryots having left the Estate he hoped the amount would be fixed at half the previously settled amount, which was done and the same was paid accordingly;- that some years afterwards the Zemindary fell into arrears and was assumed on which occasion the Zemindar Mullandy Appiah Naik appeared at Dindigul and gave in a full & perfect resignation of all right & title to the Estate on receipt of the ten percent allowance which he declared

declared sufficient for him.

Having subsequently seen this individual, on the 20th of June last a Deposition was taken from him chiefly on the Subject of the Munasib. He stated that formerly the zemindar had possession also of Veeroopaksky, Attoor and Devadhanapettah, by all which he became a defaulter to the amount of about Rupees 49,000; and not being able to pay that sum resigned those Estates. He further stated that the zemindar a short time back requested to have them restored and desired (for the cancelling of the said balance) to be given credit for the following items.

To his 10 per Cent allowance accruing on the Munasib Cammy from fusly 1226 / A.D. 1816/7	34,000
To his allowance due for the past fusly	5,600
Balance Borrowed	9,600
	49,200

Deponent

69

Deponent did not state upto what year, but it is presumed till fusly 1249 as it was in Sep-
AD 1839/40
tember of 1846 that an Abstract Account of Receipts & Disbursements on account of that Zumindary was forwarded to the Board, & because the Amount of Munasib upto the end of fusly 1249 (11th July 1840) was Rupees 182446 8-2 which being nearly doubled by Interest would, on the arrival of Sanction give for the allowance about the Sum Stated. Any recognition by the Government of his right to 10 per Cent on ~~the~~ Munasib, would have paved ~~the~~ the way for a demand on account of the remaining 9/10 being carried to the credit of the Zumindary for Balance of Peshkash, &c. Thus it would appear, if any reliance is to be

placed

(In margin:) See transcript

placed on the statement of Soobramaniah Pillay and it can scarcely be pure invention from its coinciding with the actual accounts that a demand for the Munasib had been already indirectly made by the Proprietor of the Estate. But I have no means at present of ascertaining these points.

32 During the examination instituted on receipt of a Petition[x] from Bangaroo Appiah Naick[x] son of Comaraguruswamy Appiah Naick to prove his claim to the Estate; the Petitioner deposed, on the following day, that he had heard the Estate had been resigned by his ancestor Mallandy Appiah Naick; and one Pandia Raz deposed to his having been Karbar to

[x] No. $\frac{1650}{1845}$ 19th Septr 1845

Mullandy

Mulliandy Appiah Naik when he resigned, whilst Comarandy Naik also deposed that the resignation had taken place. I had previously heard of this, and when at Madura, directed a search for the document which however was not forthcoming, although no one seemed willing to assert that it had never been seen on record. The Zemindar Appiah Naik having requested on the 22d May 1819 to have an advance of 1400 Rupees to perform his sisters marriage; & on the 7th of June 1820 to have a village restored to him, yielding Revenue equal to his allowance, and in lieu thereof to enable him to meet the demands of his numerous

Creditors

creditors, which he could not otherwise do, seem to shew that he did not consider he had any claim to future possession. Mul=-laudy Appiah Naik could as easily have borrowed 14,000 Rs. as his descendant Dorasawmy Appiah Naik. That sum could not have been 1/5 of his Jewelry & private property, and he might have done it too without the necessity of signing Bonds for 20000 Rupees on which no money had been given. The letter too of the Principal Collector to Sub Collector dated 14th June 1835 conveys the information "that the Right Honorable Gover=-nor in Council has been pleased under date the 29th Ultimo,* to sanction the continuance of the Pension enjoyed by the late Zumindar of Cumi=-wady, to Dorasawmy

* May 1835

Appiah

"Appiah Naik" The word Pin-seon never being used to signify the 10 per Cent allowance to a Zemindar on his own Estate.

33 It may further be observed that a Zemindar really desirous of the restoration of his Estate, will seldom or never draw his allowance in as much as it not only tends still further to involve him, & render its repossession more distant but he would have claims to satisfy, adherents to support, and other demands to meet inseparable from a ready-money possessing claimant which, he would have sufficient sense to perceive, might seriously jeopardy his future prospects, but the Zemindar of Cunnuady has never failed to draw the full amount from the 1st year of his

his Estate was assumed the following Account will shew that had the allowance not been drawn, or Munasib granted, the Balance due to the Circar, after deducting all charges with Interest thereon would have been paid within the 10th Fusly or year from the date of Assumption — and had Cowls not been granted at an earlier period

Statement

Statement Shewing the amount due to the Cunnuwady Estate after being 10 years under the Circar Management, had the Zemindar not drawn his allowance or Manasib Cummy been introduced rejecting the Arrears & Bal

Fusly	Benz after deducting the Hoolsoor & Cowls	Deduct Peshcush	Remainder	Deduct Sibbendy Saderwared & Inam amount expenced	Remainder Surplus	Remainder Deficit	Interest on the Surplus	Interest on the Deficit	Total of Columns 6 & 8	Total of Columns 7 & 9
1	2	3	4	5	6	7	8	9	10	11
	Rs	Rs	Rs	Rs	Rs	Rs	Rs	Rs	Rs	Rs
1226	40329	38139	2190	2110	80	"	80	"	160	"
1227	49225	38139	4086	2908	1178	"	1136	"	2314	"
1228	43160	38139	5021	2584	2437	"	2047	"	4484	"
1229	40838	38139	2313	4381	"	2068	"	1488	"	3556
1230	40552	38139	—	2637	"	3918	"	2350	"	6268
1231	36851	38139	15212	2089	13123	"	6297	"	19420	"
1232	53351	38139	15212	2523	2689	"	968	"	3657	"
1233	46905	38139	8566	4756	3810	"	914	"	4724	"
1234	57508	38139	19369	3509	15860	"	1903	"	17763	"
1235	55658	38139	17519	3044	14475	"	"	"	14475	"
Total	464177	381390	89488	30544	53652	5986	13345	3838	66997	9824
				Interest	13345	3838				
				Total	66997	9824				

From

75

From the Amount due to the Zemindar, must be deducted that due to the Circar, & from the remainder the Old Balance of 13,560, doubled by Interest, must be deducted & the remainder will shew ~~above Rupees 30000 in favor of the Zemindar at the end of the 10th year after assumption.

	Rupees
Amount including Interest due to the Estate	66,997
Do. Do. to the Circar 9,824 / Do. Do. Old Balance 27,121	36,945
Remainder due to the Zr.	30052

34 It appears however to have been perfectly understood at the time that the Cummindy Zemindary had been duly & permanently surrendered; for in addition to the evidence given throughout the foregoing observations, Mr. Collr. Peter in the

2d Para of his letter to the Board of Revenue dated 25th of July 1822 suggested "that the Balances due by the Zemindar, whose Estates may be under assumption and brought under the head of Land Revenue be struck off" and Cunnwady was one of them. Had it ever been in=tended or expected that the said Estate was to be restored, there could be no necessity either for bringing the same to the head of Land Revenue, or remitting the former Balance; for if the Re=venue were greater than the Demand, credit could be given for the surplus, & if less, there would be a continued deficiency of Peshkash, the annu=al remission of which, besides the allowance to the

Zemindar

Zemindar would be the only recompense to Government for the trouble of nursing the Estate. But if the old Balances were to be struck off because irrecoverable there could have been no inducement for continuing the zimindary under the immediate management of the Circar.

35 In reply to the Collector's letter above quoted, the Board of Revenue in the 2d Para of their letter of the 31st of July 1820 were pleased to desire that "a statement be submitted of all zimindaries which had been assumed or surrendered showing the amount of the Balances due by each & the sums considered irrecoverable". In the statement furnished by Mr Peter

sixth

with his letter dated 18th of September following no special mention is made of surrendered Estates, but merely of those assumed. Although the indorsement calls it a "statement shewing the Balances outstanding against the zemindaries assumed & transferred to the head of Land Revenue." Of these Cunnwady was one & in the remark of the Collector in the said statement, it is particularly stated that, the sum of Rupees 13560-9-7 is irrecoverable; or in Mr Peter's own words, "This Zemindary was assumed "in July 1226 and there are no "means whatever of recovering "the Balance" Had it been ever expected that the said balance was to come from

[illegible]

from the Zemindary after deducting the expences, the statement is at direct variance with the Collector's own assurance in the Order to the Jaffty Ammia Narasinga Row dated 26th of November 1816 Viz.t that the Estate should produce yearly 30,000 Madhu or Chakrams (Rupees 63,636-5-10)

36 In the 3d Para of the letter from Mr Secretary Clarke dated 19th October 1820 the Board's opinion is recorded in favor of fixing the allowance of all the Poligars whose lands had been assumed, deeming it "preferable "to grant to the individuals in" "question, a fixed hereditary Pen" "sion than to allow them a" "Malikana varying with the" "amount of Collections with" "which they have no longer any" concern

concern". Altho' the individuals
alluded to might more imme-
diately refer to the Poligars of
Sandyoor, Nellacotay & Madoor
the Princl. Collector was directed
to furnish such statement for
all the Poligars for the purpose
of being laid before Govern-
-ment, soliciting sanction for
the Balance specified in the
statement dated 18th September
previous. Cunnevady was one
of them, and it appears to be
intended that all the Poligars
of the assumed Estates should
have a "fixed hereditary Pension"
in lieu of an allowance
varying with the amount of
the Collections [illegible] which they
have no longer any concern"
This in spirit seems to have
been carried out not by a
fixed sum but by the variable
al-

allowance being considered a "hereditary Pension" which is gathered from the letter of the Princl Collector to the Sub Collector of Madura dated 14th June 1835 (referred to above per Para 32) in which is recorded the sanction of Government for "the continuance of "the Pension enjoyed by the "late Zemindar of Cunnivady, "to Doraswamy & Appiah Naik". I have not the communications before me but it is possible that the letter from the Board of Revenue to Government &c dated 3rd August 1815 (Para 83), and the letter of the Chief Secretary to Government, to the Board of Revenue, dated 5th of January 1821, might throw some further light

upon

17 upon the Subject of the formal 83
or permanent Surrender of the
Cumnevady Estate—

37 The next point to be consi-
dered is that the estate, even if
never Surrendered, has been forfeited
through default. In the 6 para
of a letter (No. 41) to the Chief
Secretary to Government, from the
Secretary to the Board of Revenue,
dated 27th of January 1842, it is
thus stated "Para 1, of the Minutes
ry 1841 "of Consultation referred to at the"
"Commencement of this letter, Conveyed"
"the Sanction of Government, for"
"restoring to Dorasawmy Appiah Naik"
"the assumed Zemindary of Cumnevady"
"in Dindigul, on payment of the"
"arrears due upon that property."
"It was however, brought to the"
"Notice of the Board, in a letter of the"
Principal

"Principal Collector dated the 6th of
"November last, that the Zemindar
"had been unable to resume the
"Management of his pollam in
"Consequence of the order passed
"by Government, under date the 24th
"of July last, declining to relinquish
"the demand for Interest accruing
"from the said arrears, the Principal
"Collector was in consequence requested
"to submit a Statement exhibiting
"the amount of the Demand in ques-
=tion, and the principle upon which
"it has been Calculated, which
"Statement was furnished with a
"letter dated the 13th ultimo, herewith
"Submitted; the total amount deman-
=dable from the Cummevady Zemindar
"according to this Statement appears
"to be Rupees 22519—15—8 But the
"Board thinks that credit should
"have been given for Interest on

the

"the Collections from Fusly 1226 to AD 1816/17
"1250, Calculated on the Same principle 1840/41
"as the Interest demanded on the Balance,
"which would Cause a diminution of
"Rupees 4,601-3-6 in the total demand,
"thus reducing it to Rupees 17918-12-2
"The Board would suggest that the
"Same Course should be followed in
"respect to the Cummenady Poligar, as
"is proposed in the Case of the 7 Poligars
"alluded to in para 3 of this letter Viz
"that a formal surrender of the pro-
"perty to Government should be
"required on failure of payment of
"the arrears with Interest by the
"Close of Fusly 1252" (or 11th July 1843).
The above was, it is believed written
in consequence of a letter dated 13th
December 1841 from the Principal
Collector of Madura, but which
is not with the Sub Collector, nor
are any Communications from

which these Extracts are taken. The Paragraphs bearing directly on the Subject of the Interest &c., are quoted from Memoranda formerly made.

30. At the close of Fusly 1252, or, on the 11th of July 1843, the Sub Collector was in charge of the Madura District; and during the previous month a Petition had been presented to his Predecessor by the present Claimant Comara Narasimma Appiah Naik stating that he had been given to understand, Bonds, to the amount of Rupees 30,000, were in progress of Fabrication, for the purpose of getting the estate into the hands of Dorasawmy Appiah Naik, to whom he had a superior Claim. A Petition was received from Dorasawmy Appiah Naik, dated

dated the 1st July, stating that he was ready to pay the Balance due, and referred to the orders of the Board and Government, respecting the restriction to the time to the termination of that Trusty, but he was at the time dangerously ill, as learnt from a Petition No. 1410/1843 dated 6th July, presented by Comara Narasimma Appiah Naick. He never brought or sent any portion of the Balance due; indeed it was not, in the slightest degree in his power to do so; &, it was not in my power, therefore, to issue any order for restoration - The object of the Petition was evidently to obtain time in affecting to look over the accounts, to furnish that information he, or rather those whose interest it was to obtain the Zemindary, were equally in possession of, with any servant of the Circar

The sum was about Rs. 8,000; but the Zemindar was not possessed of any means of payment during the whole period the Sub Collector was in charge; and so destitute was he on the Principle Collector's return to office, a few days afterwards or towards the end of the said month, July, that he was forced to request the 10 percent allowance—

39 Although it was well known that the Balance according to the accounts already rendered, amounted only to about Rs. 8,000, two Bonds were extorted from the Zemindar to the amount of Rs. 27,548–12 – out of which 20,000 Rupees were for the avowed purpose of paying the Balance of Pash Kash; & it is assured in those documents that the said amount had been received, when about a Month afterwards—

afterwards, the Zemindar was forced to draw the allowance! Moreover, even so late as the September following the Money & jewels which had been scraped together on loan & Mortgage to the amount of about Rs. 10000, were stolen from the house of one Soobroy Chetty, where they had been lodged, for the purpose of obtaining Charge of the Estate. In the following Month (October), a respectable individual of Madura, Adam Sah, under certain promises, was persuaded to lend Rupees 9   which, with about 5,000 Rupees furnished by the Mortgagees or their friends, was paid for the stated Balance. To shew the Connexion between the two Bonds above-mentioned, it is worthy of remark that they were registered on one & the same date, Viz. the 12th of July. Each is for 10000 Rupees for

for a similar purpose; each on the subject of borrowed money is in the same words; each particularly refers to the other, each mortgages half the estate to persons who are known to possess little or no money of their own; neither document states a single boundary, village, limit or line of demarcation; neither the estimated nor supposed value of the moiety, nor any other particular whatever is given; and it is not too much therefore to consider that although these mortgage Bonds obtained under false promises, are in different names, there was but one common interest, as explained in my letter of the 21st of March 1844. A Deposition taken from Comara Narasimmaha Appeah Naik, on the 29 of November 1844 on his petition,

No

19 No. 2003/1844; Shortly after the decease of Dorasawmy Appiah Naik, explains the purpose or items for which the said Bonds were obtained, & some of the expences of the Zemindary, which, it is hoped, will, with other evidence, be sufficient to defend the Estate from any Civil process, for attempted recovery on account of the said swindling transaction. These are not the only false claims ready to be brought against that Zemindary.

40 In a Yaddast dated the 3d of November 1843 from the Principal Collector, the sub Collector was informed that he should make over the Estate of Cunnevady to Dorasawmy Appiah Naik, as he had paid up the arrears according to the Decision of Government dated 21st of January 1841. The sub Collector acted accordingly, but felt regret that whilst the Circar had given

Para 37

the

the Zemindar a Receipt in full, of all demands; no similar document had been taken from him. Such would have altogether superseded the necessity of this Report, and prevented possibility of success on a subsequent demand for remuneration for the remission &c made by Government, which now can only be avoided by such process-

41 With reference to the Interest accruing on the various sums received & paid on account of the Cunnevady Zemindary; and in reference to the 6th Para of the letter from the Board of revenue to Government, dated 27th January 1842. The Extract from the Minutes of Consultation, dated the 8th of March following records that "The Right Honorable the Governor "in Council is of opinion that if "Interest is charged on the arrears

it

"it would be just to allow it on the payments
"which may have been made in satisfaction
"of that demand; but he does not understand
"the Principle on which it is calculated
"on the Balance against the Cumreuady
"Estate. He observes that Interest is
"charged equal to the amount of the
"Balance, and the Board of Revenue
"recommend that Interest should be
"also allowed to the full amount of the
"payments; but it is believed that upon
"a proper Calculation even allowing
"Interest upon payments, the demand,
"on that account, will considerably
"exceed that charged by the Principal
"Collector. Without further explanation,
"His Lordship in Council cannot accede
"to the recommendation of the Board
"in this respect" An extract
from the Proceedings of the Board
of Revenue dated the 21st of March
1842 records the following. "Para 3

Para 3 With reference to the observations contained in Para 6, it occurs to the Board on reconsideration of the explanation contained in the Column of remarks in the statement which accompanied Mr. Blackburn's letter of 13th December last, that they may have overrated the amount of Interest which might be allowed on the payments made between Fuslies 1226 and 1250, on account of the Balances due at the close of Fusly 1225, on the Cunnevady Estate, and which they recommended should be calculated at the full amount of the payments. The Principal Collector is requested to report whether the accounts in his possession afford means of ascertaining the amount, if any, of Interest to which the Poligar might fairly be considered

entitled

"entitled on these payments, & furnish "such further explanation upon the "point as he may consider to be called "for." I am not aware of the reply or information afforded, but an account of the Interest due on the surplus receipts & disbursements, may be seen from the enclosed Statement No. V, where the amount remaining due to the Circar during 32 years, or from Fusly 1220/1810/11 to 1252/1842/3 is shewn to be Rupees 1,62,992-15-10, out of which, credit for surplus revenue with Interest charged at the same rate & on a similar principle, has to be given to the Zemindar to the amount of Rs. 139088-1-[illegible] thereby leaving Rs. 23,904-12 due to Government, according to the Account No. V drawn up by myself from the items in No. IV drawn up in the Principal Cutcherry, instead of

Rupees -

Rupees 14,093-9-9 as received in lieu of all demands on the 3rd. November 1843, so that independent of the limitted period having elapsed before the supposed Balance could be collected it appears the sum was, after all, underpaid by Rs. 9,810-7-5.

42 Had Munasib Cummy not been introduced, the balance due would, of course, have been much earlier satisfied; but without further questioning the right, or otherwise, on the part of the Circar to make it, there is another view in which the said remission might be placed, and therefore, before closing this Report, I beg respectfully to offer it for consideration. At the period of the settlement, the Beriz of the Cunnesady Estate amounted

Amounted to Pags. 15,567 — fas. 12 — Cash 41 of which $\frac{7}{10}$ or P. 10,897 — F. 4 — C. 74 (Rs. 38,139 - 14 - 2) gave the sum fixed as Pesh Kash, and $\frac{3}{10}$ or P. 4,670 — F. 7 — C. 47 were given up to the Zemindar. As however, subsequently a reduction was con=sidered requisite & a corresponding remission of Pesh Kash would be allowed. The average annual Mumasib being Rupees 8,123 the $\frac{7}{10}$ of that sum would amount to Rupees 5686, or for 26 years the amount would be Rs. 1,47,836 which, deducted from the sum of Rupees 2,12,204, shewn in Statement I would leave only Rupees 64,368 (with Interest to a similar amount) due by the Circar as the $\frac{7}{10}$ of the Mumasib Cuming. As no stipulation or agreement, however, passed at the time to the above effect,

-it

it is scarcely to be expected that the Zemindar, if unfettered by Conditions, would consent to adhere to it now The above sums would probably make a Corresponding alteration in the Amount of allowance granted, & therefore also on the credit side of the account.

43 I had the honor, in my letter of the 12th of March last, to submit 6 Depositions taken from friends of Comara Narasimha appiah Naik, to shew his right to succeed to the Property, Pension or estate &ca of the deceased Dorasawmy appiah Naick, accompanied by a Family Tree drawn up by himself; but in a Petition, dated 19th September 1845 (No. 1650) Bungaroo appiah Naick, the eldest son of the said Comara-

21 149

Comara Narasimha Appiah Naik,
stated that the Revenue was being
squandered in a very improper manner,
& that his claim to succeed Dorasawmy
Appiah Naik was superior to that
of his father, having been in a manner
adopted on account of the Estate or
Pension never having deviated from
the direct line - To this effect he
gave a Deposition on the following
day upon solemn affirmation. His
statement was deposed by 12 persons,
two of whom were daughters of the
Zemindar, at the settlement time
and one was the 2nd widow of the
deceased Dorasawmy, whilst
another was his Karbar - Petition
of the like description had been
presented to the Principal Collector,
the Board and Government - I looked
over the accounts of the Zemindar
and certainly the expenses were

of a very satisfactory description.
My endeavour to procure the
Istimrar Puttah, was unattended
by any result further than a
statement by one party that the
other had it, and by another that the
white-ants had long since disposed
of the document. The originals are
herein enclosed.

44 In the said Communication
of the 12th of March the Deposition
of Comara Narasimha Appiah
Naik, was inclosed stating the
amount he would allow to the two
mentioned Widows of the deceased,
one of whom produced a written
promise of Pension to the amount
of 100 Rupees a Month to which
document the Zemindar's Name
was attached. The younger of them
he Married in an unusually secret
manner

manner whilst on his death bed &
about one Month before he expired.
She stated a verbal promise of
35 Rupees per Month had been made
to her but this statement is not
more trustworthy than the former.
It was subsequently discovered, how-
ever, that another widow survived
& was in great destitution, the
first & eldest of the four wives
being dead. Should it therefore, for
any of the reasons stated throughout
this Report, be the intention of
Government to retain the Zemindary
in its own possession I would beg
to suggest that as the annual
average of allowance for the
Cumnevady Zemindary has for
27 years been about Rs. 4,702,
the following fixed yearly Pensions
be granted

		Rupees
Cunnuvady Zemindar - - -		4000 —
1st widow Seeneeummal [?] (deceased)		
2d do. Nagammal —	300 " "	
3d do. Kamalummal	300 " "	
4th do. Papammal	120 " "	720 " "
		4,720 " "

45 My report on Cunnevady is thus brought to a close; and from the forgoing Paragraphs it will be seen that no true or material docu=ment connected therewith was ever lodged in the sub Collector's office, and very few were discoverable in the Talook of Nellacottah, in which the Zemindary is situated. With such a total want of Material, therefore it was scarcely possible to be in any thing explicit, or even to state a single point in sufficient detail. As a faithful Servant I sounded the alarm nearly 2½ years back immediately on perceiving the

22 22 103 103

the Government exposed to an enormous
& unexpected demand, which could
then have easily been avoided. I did
my utmost to avert so heavy a charge
for indemnity; whether I did so
without sufficient reason, or have
now advanced statements & arguments
not worthy consideration, must
be left to the decision of my
Superiors—

Cotteem
Iyempully Talook
Sub Collrs. office
30th January 1846.

(Signed) W. Elliot
Sub Collr.

Received 15th February JB

True Copy
J Blackburne
Principal Collector

105

From the Sub[illegible]
Dindigul 30th
January 1840

The original report
& Statements sent
to the Board of
Revd. under date
24th Feby 1840

Account of the [illegible] of the [illegible] in the [illegible] Talook [illegible] from Fusly 1226 to Fusly 125[illegible]

104 | 107

Fuslies	Bullgumma			Pension: [illegible]			Moocasile Ouming			[illegible]			Total of Pension			Remainder of Land tax			Remaining Mady Money Collections			Total of Settlement		
	Rs			Rs			Rs			Rs			Rs			Rs			Rs			Rs		
1226	—			..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	42329	..	10
1227	..			Do	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	31700	15	7
1228	44883	7	10	Do	..	..	6264	15	8		..	..	62	15	8	35517	8	2	2298	1	1	38095	1	3
1229	38833	12	10	Do	..	..	5848	11	9		..	..	58	11	9	32555	1	1	2434	11	5	34989	12	6
1230	38839	7	11	Do	..	..	5463	6	2	172	2	8	62	8	10	32447	15	1	2640	14	6	35088	13	7
1231	36750	1	3	Do	..	..				1812	10	4	19	10	7	34901	6	8	2956	15	5	37858	6	1
1232	57835	4	2	Do	..	..	8238	4	1	1383	..	3	96	4	4	42231	11	10	2881	1	7	45112	14	5
1233	52571	15	1	5780	3	2	953	8	6	1565	14	4	11[illegible]	10	..	43024	5	1	2725	3	1	45952	8	2
1234	50032	4	..	1681	3	4	4896	5	4	1204	5	7	8[illegible]	13	9	49242	6	3	3371	10	4	52614	..	7
1235	52862	6	1	4694	9	9	5077	6	12	1594	10	9	11[illegible]	10	3	50580	11	10	3379	1	8	52359	13	6
1236	55713	1	3	4658	7	8	5461	..	4	1197	9	9	115	12	7	54196	12	7	3724	12	8	57921	9	3
1237	53727	10	7	3657	4	1	6391	8	7	1483	10	11	115[illegible]	7	7	42493	3	..	3800	15	7	46052	2	9
1238	47488	15	7	3139	6	5	5859	..	1	1531	15	1	10521	5	7	38052	10	2	3832	3	11	41884	14	1
1239	51474	15	3	3141	8	8	6765	10	1	1703	10	9	12593	11	6	37880	8	2	3586	15	9	41[illegible]	7	9
1240	46288	1	5	3708	4	5	7878	15	4	1595	11	3	13236	6	..	42969	11	5	3278	7	4	44248	2	1
1241	52251	11	..	3352	12	2	8275	12	7	1636	10	10	14297	7	9	37954	3	5	3266	6	..	41050	9	7
1242	63660	15	4	3354	4	10	11095	..	1	8809	10	2	23050	15	1	40618	..	3	3201	14	10	43819	15	1
1243	66467	1	8	3940	10	1	11800	11	6	2527	..	7	18268	6	2	48198	11	6	3289	5	5	5[illegible]88	1	4
1244	71153	3	1	4120	1	3	12368	3	1	2498	14	6	18987	2	10	52175	10	3	3365	2	..	55541	2	3
1245	77320	14	7	4162	11	..	13634	..	10	1098	8	..	18915	3	10	58405	10	7	3776	11	10	62182	6	7
1246	82577	5	..	3516	7	10	10824	6	1	6214	13	8	23085	11	7	41971	9	5	3866	13	..	45838	6	5
1247	83529	10	1	3531	13	6	10485	12	7	618	15	3	14635	9	4	48913	..	9	3709	7	1	52622	9	11
1248	67371	6	4	3676	12	13	11693	14	9	2200	5	1	17571	4	8	11120	6	1	3541	7	8	53357	13	9
1249	67520	11	9	3781	15	4	11011	3	11	528	14	7	15322	1	10	5200	13	10	3522	14	10	55729	12	8
1250	53337	..	8	3403	14	6	10112			659	10	11	14245	7	5	48591	9	3	3730	11	9	52322	8	..
1251	61836	13	6	3165	13	2	10204	6	6	310	4	7	14030	5	3	47200	8	3	4127	11	8	57328	[illegible]	[illegible]
1252	57456	6	11	3288	6	2	9371	3	8	429	9	9	13089	3	7	44866	3	4	3876	7	3	48743	10	7
Total	1419927	4	..	74002	5	2	280057	7	2	49642	1	3	318697	11	7	1017531	6	3	84641	13	3	1206907	16	1

Add
For Fusly 1227 ... 5518 .. 5 .. 1
Do for Do 1231 ... 6634 .. 15 .. 11
12152 | 10 | 2
292204 | 2 | 4

Collector
[illegible] Talook
[illegible]
[illegible] January 18[illegible]
Recd 15 February [illegible]

[illegible] W Elliot
Sub Collector

107

No. II.

Memorandum of Documents &c. required from the Principal Cutchery's Records, on account of the Canniwaddee Estate.

1. Required the accounts &c. regulating the Munasib kammy fixed on the Hooloos tax as referred to in the Takeed to the Talook, dated 18th July 1818, No. 486.

2. Upon what reason was the Order, dated 25th September 1828, No. 215, made, to deduct only the Hooloos maf, and carry the rest to account?

3. Reason is required for deducting the Munasib, and carrying the remainder to account, as per Namoonah adverted to in the Order dated 9th November 1828, No. 93.

4. Was it upon the Board's sanction, or according to the Collector's opinion that the Munasib kammy for 1227 Fusly was commenced to be made?

5. The same information is wanted respecting the Munasib made from Fusly 1228 to 1232, = 5 years.

6. What order was sent to make the Munasib for Fusly 1233?

7. From Fusly 1234 to 1236, Munasib kammy was made in certain taxes; — by what authority?

8. Was it upon the Board's sanction

or otherwise that the Munasib Kammy was made for Fusly 1237?

9. The same information is requested touching the Munasib made on every species of tax, from 1238 up to the present period.

10. The Takrar Kaifiet and Sonā-vanee books of the Jamābandy for Fusly 1238, are required.

N.B. If the accounts &c. mentioned in the above said ten items, are not forthcoming, the necessary explanation should be entered (in the margin).

(Signed) W. Elliot
Sub Collector

Madura
11th October
1845

Answers

Answers to ten Tamil Questions submitted by the Sub Collector, on the 11th October, according to his English translates of them sent with Letter of the 31st of October and received on 3rd November 1845.

1. After several days' search in the records, the account is not found; and the search being considered hopeless, is not prosecuted.

2. There is no memorandum shewing the cause.

3. A form was sent with the order, but it is not found: there is no preamble or memorandum shewing the grounds inducing its issue; but the form itself shews it was for preparation of the periodical cultivation returns.

4. In the 6th para of their letter of the 25th June 1818, the Board of Revenue inform the Collector they had no attention, but to direct the immediate adoption of the scale of assessment reported in the 11th para of his letter of the 22nd of the preceding month, and inclosures Nos 9, 10 and 12; "and guaranteeing the reduction to be acted for the Fuslies 1228-29 & 30." — In searching for the vernacular documents Nos 9, 10 and 12, above alluded to, there is entire failure. In seeking for the English ones, it is certified by the hand-

writing

writing of the late Record-Keeper that they were wanting even in his time, and, I see no hopes of their recovery. If they, in any way bear on the subject of his Report, it may be sufficient for the Sub Collector to refer the Board, for their inspection, to their own Office Records.

5, 6, 7, 8 and 9. With the above excepted 3 years, the discretionary remissions do not seem to have any where received the sanction of authority, and it would seem the system introduced in Fusly 1228, 29 and 30, receiving no formal rejection or opposition, became a kind of prescriptive authority.

On the 7th March 1822, the Board find all information before them, deference x & direct certain x 2 in the [illegible] accounts to be prepared and sent.

10. I am assured there were no Books kept of orders passed on difficulties submitted for the Settlement of Fusly 1238, which was made hurriedly by Mr. Sub Collector Morris –

(Signed) J. Blackburne

Principal Collector

Madura
11th Novr. 1845

True Copies

(Signed) W. Elliot

Sub Collector

Recd 15 Feby JB

J Blackburne
Pl Col

No. VI

Statement of the Settlement Charges and Net Revenues and of the amount due to Government from the [illegible] Zemindary up to Fasly 1249

(Drawn up in the [illegible] Collector's Office 30 Sept 1847 [illegible] 1849 [illegible])

Faslies	Amount of settlement	Deduct ten per cent commission to the Zemindar [illegible]	Net Revenue	Tax [illegible] included [illegible] with [illegible]	Total Balance	[illegible]	Amount [illegible]	Total of [illegible]	Excess of balance Balance to Govt. on [illegible] of Zemindary	Annual Rs [illegible]	Total of [illegible]	Total balance of [illegible]
1220	–	–	–	–	–	–	–	–	682 8	–	682 8	682 8
1221	–	–	–	–	–	–	–	–	135 6	–	135 6	135 6
1222	–	–	–	–	–	–	–	–	514 8	–	514 8	514 8
1223	–	–	–	–	–	–	–	–	105 0	–	105 0	105 0
1224	–	–	–	–	–	–	–	–	3144 4 9	–	3144 4 9	3144 4 9
1225	–	–	–	–	–	–	–	–	3478 12 10	–	3478 [illegible]	3478 13 10
1226	40329	4032	36296 2 4	–	36296 2 4	211[illegible] 15 7	–	2110 15 7	–	38139 14 2	38139 14 2	40250 13 9
1227	36706	3670	33036 4 5	–	33036 4 5	23[illegible] 13 10	517 11 4	2908 9 2	–	38139 14 2	38139 14 2	41048 7 4
1228	38045 9	3800	34236 · 4	–	34236 · 4	20[illegible] 15 2	583 12	2594 4 2	–	38139 14 2	38139 14 2	40772 9 6
1229	[illegible]	3[illegible]40	31490 13 1	–	31490 13 1	22[illegible] 14 8	2159 9 4	4331 8	–	38139 14 2	38139 14 2	4[illegible]321 0 2
1230	35[illegible]28 13 2	[illegible]	31579 15 1	–	31579 15 1	20[illegible] · 2	583 1 7	2637 9	–	38139 14 2	38139 14 2	40796 15 11
1231	37858	3785	34072 0 0	–	34072 0 0	20[illegible] 5 6	–	2089 5 6	–	38139 14 2	38139 14 2	40[illegible]9 3 7
1232	44712	[illegible]	40601 9 10	–	40601 9 10	25[illegible] 8 1	–	2583 8 1	–	38139 14 2	38139 14 2	40[illegible] 6 3
1233	46753	4675	41177 4 2	482 9 9	41659 13 11	25[illegible] 16 9	2162 8 5	4750 3 2	–	38139 14 2	38139 14 2	42[illegible]95 1 4
1234	52614	5261	47352 10	1579 4 10	48931 15 ·	2[illegible] 3 9	1203 10 4	3509 14 1	–	38139 14 2	38139 14 2	41029 14 6
1235	54359	5435	48923 13 9	75 4 0	48999	2[illegible] 10 10	86 13	3044 7 10	–	38139 14 2	38139 14 2	418[illegible]4
1236	57921	5792	52129 10 10	–	52129	41[illegible] 12 2	9921 8	14020 4 2	–	38139 14 2	38139 14 2	5215[illegible] 2 6
1237	[illegible]	[illegible]05	44440 12 1	–	44440	2537 1 3	28 10 9	2560	–	38139 14 2	38139 14 2	40703
1238	40484	[illegible]	36436 6 3	–	36436	2563 8 3	125 9	2688 1 3	–	38139 14 2	38139 14 2	40528 4 5
1239	41681	4168	37513	–	37513	2528 5 7	373 11 3	6298	–	38139 14 2	38139 14 2	4442[illegible] 13
1240	44427	4442	39984 7	10 0 5	3999[illegible]	2474 9 1	3034 9 9	5509 10	–	38139 14 2	38139 14 2	4[illegible]30[illegible]
1241	41225 3 8	4122	37102 11 5	– 2	37104 11 8	2[illegible]45	3812 13 4	6408 1	–	38139 14 2	38139 14 2	4452[illegible] 14 3
1242	44024	4402	39621	622 1 2	40243 12 8	25[illegible] 3 1	734 12 3	3242 15 4	–	38139 14 2	38139 14 2	41412 13 5
1243	52100	5210	46944	988	47[illegible]33 3 7	25[illegible] 10 10	57 12 6	2382	–	38139 14 2	38139 14 2	40[illegible] 5
1244	55766	5576	50189 7 5	17	50206 7 5	27[illegible]	6[illegible]	3[illegible]	–	38139 14 2	38139 14 2	414[illegible] 4 14
1245	[illegible]	[illegible]	[illegible]	73 11 0	50[illegible]91 15 11	2591 12 10	707 10 6	3293 7 5	–	38139 14 2	38139 14 2	44433 3 7
1246	[illegible]	4574 11 5	41352 7	42 2 7	41394 9 7	2450 8 1	[illegible]	3041	–	38139 14 2	38139 14 2	41151 4
1247	[illegible]	5284	47559 10 2	442 5 3	48002 9 5	2473 14 3	1093 2 8	3575 14 11	–	38139 14 2	38139 14 2	41685 13 1
1248	5552	5552	49975 1 9	425 7 6	504[illegible]	3294 6 8	1162 1 4	3638 8	–	38139 14 2	38139 14 2	41778 6 2
1249	55741	5574	50167 10 5	261 14 9	50428 9 2	2398 7	2337 1 6	4935 1	–	38139 14 2	38139 14 2	42875 7 2
Total	117154 2 1	11713 6 3	1005420 11 10	4352 5 9	109[illegible] 1 7	60221 14 4	35232	95452 12 4	13560 9 7	9[illegible]35[illegible] 4	928917 13	102[illegible]370 9 11

Memorandum

Credit to be given to Government for balance in Columnun for balance of Peshkush before sequestration — 13560 9 7

Do for the Peshkush in Co. Gunn — 915357 4

Do for Sibbundy and Pedowand in Co. Gunn — 60220 12 4

Do for Marahmut in Colum — 20344 7 0

Balance to be paid by the proprietor for the restoration of the Zemindary — 1009483 1 4

14887 8 11

1024370 9 4

Cattiem Simpully Talook

Sub Collector's Discharge

30 January 1846

Recd 15 Feby 1846

[signature]

Madras 30 September 1847

Sd/ J. Blackburne

Principal Collr.

(True Copy)

Sd/ W Elliot

Sub Collr.

Settlement Accot
of Nett Revenue
& of the Amount due
to Government
from the Company
from [illegible]
1749

Statement of the Settlement Charges and [illegible] Revenue [illegible] amount due to Government from the [illegible] Estate from [illegible] 1252. Peshcush [illegible] 1852 [illegible]

Fuslies	Amount of settlement	Deduct 10 per cent Commission [illegible] for his subsistence	Net Revenue	[illegible] Collected after the settlement was [illegible]	Total of [illegible]	[illegible] Charges	Moveable Charges	Total of [illegible]	Arrears of Balance due [illegible] in the accounts [illegible]	Amount of Peshcush	[illegible]	[illegible]
1	2	3	4	5	6	7	8	9	10	11	12	13
1220	-	-	-	-	-	-	-	-	682 8 -		682 8 -	682 8 -
1221	-	-	-	-	-	-	-	-	635 6 6		635 6 6	635 6 6
1222	-	-	-	-	-	-	-	-	514 8 -		514 8 -	514 8 -
1223	-	-	-	-	-	-	-	-	105 - 6		105 - 6	105 - 6
1224	-	-	-	-	-	-	-	-	1144 4 9		1144 4 9	1144 4 9
1225	-	-	-	-	-	-	-	-	8478 13 10		8478 13 10	8478 13 10
1226	40529 [illegible] 10	4032 14 6	36296 2 4	-				2110 15 7		38139 14 2	38139 14 2	40250 13 9
1227	36706 [illegible] 7	3670 11 2	33036 4 5	-				2909 9 2		38139 14 2	38139 14 2	41048 9 4
1228	38095 [illegible] 3	3809 8 8	34206 - 4	-				[illegible] 11 2		38139 14 2	38139 14 2	40724 9 4
1229	[illegible] 7	3498 15 0	31490 13 1	-				4301 [illegible]		38139 14 2	38139 14 2	42521 6 2
1230	35082 [illegible] 2	3508 14 1	31579 15 1	-				[illegible]637 1 9		38139 14 2	38139 14 2	40776 15 11
1231	37050 [illegible] 1	3705 13 5	[illegible]	-				2089 - 5		38139 14 2	38139 14 2	40229 3 7
1232	45112 14 5	4511 4 7	40601 9 10	-				2523 [illegible] 1		38139 14 2	38139 14 2	40663 6 3
1233	45752 0 2	4575 4 -	41177 4 2	482 9 [illegible]				4758 3 2		38139 14 2	38139 14 2	42846 1 4
1234	52614 - 7	5261 6 5	47352 10 2	1577 [illegible]				3509 14 1		38139 14 2	38139 14 2	41649 12 3
1235	52359 13 6	5235 15 9	40923 13 9	76 [illegible]				3044 [illegible] 10		38139 14 2	38139 14 2	41[illegible]84 6 -
1236	57921 9 3	5792 2 5	52129 6 10	-				1402[illegible] 14 2		38139 14 2	38139 14 2	32168 2 4
1237	46054 2 6	4605 6 8	41449 12 1	-				2560 12 -		38139 14 2	38139 14 2	40700 10 2
1238	44404 4 1	4440 7 10	[illegible]6436 6 3	-				2088 11 3		38139 14 2	38139 14 2	40828 9 5
1239	41681 2 5	4168 1 10	37513 - 7	-				6208 1 -		38139 14 2	38139 14 2	4442[illegible] 15 2
1240	44424 2 5	4442 11 5	39904 7 -	10 8 0				5509 - 10		38139 14 2	38139 14 2	43648 15 -
1241	41225 5 8	4122 8 4	37102 11 4	2 [illegible] 2				6400 - 1		38139 14 2	38139 14 2	44547 14 3
1242	44024 1 1	4402 6 7	39621 11 4	622 1 2				3272 [illegible] 4		38139 14 2	38139 14 2	41412 13 6
1243	52160 14 8	5216 1 1	46944 9 7	88 10 [illegible]				2554 7 4		38139 14 2	38139 14 2	40694 5 6
1244	55766 1 2	5576 [illegible] 9	50189 7 5	17 [illegible]				3353 6 8		38139 14 2	38139 14 2	41498 4 10
1245	62420 4 0	5242 2 5	50170 4 3	13 4 [illegible]				3293 7 5		38139 14 2	38139 14 2	41438 5 7
1246	45947 2 5	4594 [illegible] 5	41352 7 -	42 2 7				3529 10 9		38139 14 2	38139 14 2	41669 8 11
1247	52044 - 1	5204 6 5	47539 10 2	442 15 3				3638 13 7		38139 14 2	38139 14 2	41776 11 9
1248	55527 14 5	5552 12 0	44975 1 9	425 2 [illegible]				4031 8 2		38139 14 2	38139 14 2	42971 6 4
1249	55741 13 4	5574 2 11	50167 10 5	60 4 9				2013 12 4		38139 14 2	38139 14 2	40953 10 10
1250	52005 10 2	5200 9 0	46805 1 2	44 5 9				2057 - 3		38139 14 2	38139 14 2	40796 14 5
1251	51541 [illegible] 9	[illegible]	[illegible]	-				[illegible]		38139 14 2	38139 14 2	40566 14 4
1252	48936 13 0	4893 10 11	44043 2 9	-				[illegible]		38139 14 2	38139 14 2	41174 13 7
Total	1269608 8 5	126963 13 3	1142674 11 5	3914 12 9			[illegible] 4 11	103439 3 11	[illegible]	1029776 14 6	1043337 8 1	1146769 12 -

Abstract

Credit to be given to Government for Ballance of Peshcush as per Col. 11 — 1029776 - 14 - 6
Do for Peshcush due on assumption of the Estate .... Do .... Do 10 — 18380 .. 5 - 9
Do for the Expences of Sibbandy & [illegible] .... Do .... Do 7 — 67029 .. 15 -
Do for [illegible] .... Do .... Do 8 — 36409 .. 4 11
Total ..... 1146580 .. 8 2

Balance of Peshcush — 106 .. 3 10
Interest for the whole Amount — 13560 .. 9 7
Total amount due by the Estate — 13740 .. 13 5

Cotteam
Ivengilly Talook
Sub Collector's Cutchery
30th January 1846
[illegible]

[illegible] W. Elliot
[illegible]
True copy
[illegible]

Statement of the
Settlement Charges
& Nett Revenue
& of the Remainder due
to Government
from the Zemindary
[illegible] Fasly
1253

[illegible]

Dated 25th Feb [illegible]

1	2	3	4	5	6	7	8	9	10 Remarks
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Col. V	[illegible]	[illegible]	[illegible]	
1220	682 8		682		682		1365		Interest on the sums due to the Corporation [illegible] till within the last 4 years are simply doubled or the interest is allowed to the amount of the Principal
1221	635 6 6		635		635		1270 13 -		
1222	514 8		514 8 -		514 8		1029		
1223	105 6		105 - 6		105		[illegible] 1		
1224	1144		1144		1144		2288 9 6		
1225	8478		8478		8478		16954 11		
1226	40260 13 9	36275 2 4	3954 11 5		3954 11 5		7909 6 10		
1227	41048	32036	8012 2 11		8012 2 11		16024 5 10		
1228	40789	34280	6444 9 -		6444 9 -		12889 2		
1229	42521 6 2	31[illegible]	11030 9 1		11030 9 1		22061 2		
1230	40978 15 11	31679 15 1	9199 - 10		9199 - 10		18394 1 8		
1231	[illegible]	34872	6156 15 11		6156		12313 5 10		
1232	40663 6 3	40601	61 12 5		61 12 5		12[illegible] 8 10		
1233	42806 1	41663 2 10	1232 13 6		1232 13 6	7532 2 9	2465 11 -		
	[illegible]	48931 13 0		[illegible]		[illegible] 12 9		14564	
		[illegible]				[illegible]		13631 0 0	
	43648 15 0								
	44547 14 3						[illegible] 5		
	40412 13 6	40242	1169 1 -				2338 2		
	40694 5 6	47023 3 7		6030	6030			12697 12 2	
	41493 6 10	50266		8417	8417			17474 12	
	41433	[illegible]671 15 4		14758	11897 6 5			27156 - 9	
	40669 8 11	41394 9 7	274		199		472 15		
	41771 11 0	46002		6235	3735 8 4			9961 6 -	
	42091	50398 15		1427 8 11	3565 3 8			6192 12	
	40753 10 11	50228 9 2		9274 14 7	3336 15 6			12611 13 11	
	40706 14 5	46254 6 11		6057	14598			7511 5 6	
	40586 14 9	46405 11 8		5030 12 11	750 10 6			1[illegible]39 7 5	
	41774 13 9	44048 2 9		2863 5				2888 5 -	
	1140773 12 -	1146589 9 2	83457	80249	81458	55739 2 11	162192 15 10	17[illegible]028 14 8	

Interest — 81458 3 — 55739 2 11

Total due to the Crown — 16[illegible]92 [illegible]

Remains due [illegible] — [illegible] 2

[illegible]

J. Blackburne [illegible]

Account of Interest
Due on Sums to be
Paid by the Proprietor
of the Dunnevoody
Estate to the Govt.
with such interest
allowed on all
Sums received
in Excess of the Expenses
of Each year -

24 Feb 1846

[illegible]

[illegible] of the [illegible]

[illegible]

[illegible] of the [illegible]

[illegible]

Address of the [illegible]

[illegible]

[illegible] 1765

[illegible] Do dated [illegible]

[illegible] dated [illegible]

Deposition of Do dated [illegible]

Summons dated [illegible]

Deposition of [illegible]

Do of [illegible]

Do of [illegible]

Do of [illegible]

Do of [illegible]

Do of [illegible]

[illegible]

[illegible]

[illegible] of Kiromanyo [illegible]

[illegible] date [illegible]

[illegible] do [illegible]

[illegible] date 5 [illegible]

Copy of [illegible] from Birigana

appi a Nai chein date 16 Oct

[illegible] of do date 20 Oct

do of do date 1st [illegible]

do of do date 25 do

Statement in [illegible] of receipts and

[illegible] of the Company

[illegible] of the Pr[illegible] from November of [illegible] 1253 & 1843

7

Deposition of [illegible] Narasim[illegible]

appia Naicker date [illegible] Oct 1843

annual

Statement in Tamil of receipts & dis[illegible]

ment of the estate when in charge

of the [illegible] from 10 [illegible]

[illegible] 1845 or [illegible] 1254 [illegible]

[illegible]

Statement in Tamil of receipts &

disbursements from 12 [illegible] 1255

[illegible] of that month

do do for August do

do do for September

do do [illegible]

do

[illegible]
[illegible]

Copy of an order from the Magistrate dated 4th November 1843

Copy of a Notification dated 2

3 do. do.

List of [illegible] dated 1st do.

Summons dated 31st October 184[illegible]

Deposition of Bungarammah dated 5th November 1845

Do. of [illegible]ammal dated do. do.

Do. of Nagammal of do. do.

Total documents 20

... of Madras ...
... Quarterly ...
... dated 20 January ...

Translate of List, ... of 40 vernacular ... ments, accompanying ... report, dated 30th Jan ... from Sub ... to Govt, Coll... of Madras, on the lia... bilities of ... to the ... providers of land ... their necessary ...

No. 43

From the Sub Collector, [131] [131]

To the Principal Collector of
Chittoor

Cotteam 5th February 1816
Recd. 8th Fy.

Sir

1. I have the honor to acknowledge the receipt of your letter dated the 2d. Ultimo, and to state in reply thereto & in reference to yours of the 19 December that the persons introduced into the Pellacottah Talook with the exception of those formerly appointed, are only acting, and if you are pleased to consider any arrangement preferable to the one made by myself there is not the slightest objection to its alteration.

2. The only two individuals newly introduced into the Tahsildar's Cutchy are both Acting Police Curnums, on 4 Pas. the month. One of them, Kosapetty Ambbiah, formerly acted as Natungar in Cheelungalam for one year, afterwards as Acting Devastanam Moonegar, & for 2 successive years he drew duty as Kangany Gomastah in Tenjore & Pellacottah. He was formerly Curnum & Devastanam Moonegar in Mareengapoory which he is said to have left when proceeding on a pilgrimage to Benares. The other, Youngdorazey has been appointed 2 years as Kangany Gomastah. He also acted as one of the English writers attached to the late Sub Collector.

3. Of the Peons' services I am not per-
-fectly

fectly acquainted. I appointed all those who
appeared to the situations they formerly held
& to the vacancies nominated those who had been
acting for other peons in the Hoozoor or who were
relations of deceased peons in Nellacottah or
sons of old ones in other Talooks, these were ap-
pointed acting without waiting till everyone
who could lay a claim had come forward to do so,
in order that the Tahsildar should encounter no dif-
ficulty or hindrance from want of hands in his
~~[illegible]~~ increased duties & the list is now different
from what it was when submitted to you on the
16th Ultimo on account of the supercession of
those acting by others of superior claim, & so the
list will continue to alter till all who before
held situations in Nellacottah or have an
undeniable claim are provided for. All those as
they stand on the 1st of next month a list will be pre-;
pared & submitted forthwith; and respecting the
services of the remainder who are acting I shall
be obliged to apply to the parties themselves as I
am not [illegible] of the same.

4. The former list is herewith returned [illegible] with the sub

I have the honor to be
Sir
Your Most Obedient Servant

Sub Collector

Cottion
Sub Collr's Office
4th February 1846
Recd 8 " ”

No. 53

133

From the Sub Collector

To the Principal Collector of

Madura

Poovloor 11th February 1846

Sir Recd 14th JB

With Petition [illegible]

I have the honor to acknowledge the receipt of your letter dated the 6th Instant No 85, & to state that I have no reason to believe the Ryots of Ayacoody are indebted to the Zemindar the amount he states. His demand is I believe chiefly made out of waste lands for which it is not fair to make a Ryot pay unless the option is given him of resigning all right & title to the same, but no such offer or consideration has been made to the Cultivators & I consider it in-just that the demand should be limited to the actual cultivation. On the other hand, if the Ryots object to allow other persons to cultivate the said fallow lands the Zemindar is entitled to look to them for the tax, as however it is the Cusbah Village where these Ryots dwell that I propose to attach for the Zemindar's balance of Peishkash, this matter of waste lands & the just demand on the Ryots will engage my particular attention. I cannot really give the Zemindar credit for his stated inability to pay. His Estate is one continued green field forming a great contrast with the Circar lands & he has charge of the large Palany Pagoda Funds, which if the verbal statement of the people attached thereto be correct, do not

seem

seem to be spent for the precise purpose for which they were placed in his hands, at all events I feel assured his non-payment of the Circar dues does not arise from any want of the means of payment. The Tahsildar has been long since directed to afford all requisite assistance

Poroolo
Sub Col^{tr} Cuchry
11th February 1846

Recd 14th Feb

I have the honor to be
Sir
Your Most obedient servant
[illegible]
Sub Collector

To
The Principal Collector of
Madura

From the Sub Collector
11th Feby 1846

From the Sub Collector

To the Principal Collector of

Madura

Piralnor [?] 23rd February 1846

Recd 24th [illegible]

Sir

1. I have the honor to acknowledge the receipt of your letter of the 13th Instant No. 1[illegible] on the subject of the Curnum ship of Ncalt [?] [illegible] formerly attached to Vantarapettai [?] in Tadikom[illegible] box containing two petitions[*] from Mattoovarapillay [?]

[Margin note: × Dated 26 Decr 1845 & 7 January 1846 Accounts returned.]

In reply[?] reference I beg to state that on the 2[illegible] of October last the Tahsildar of Tadicombu reported the death of the Curnum Vyapooty pillay & stated he would address me again after enquiry respecting the person entitled to succeed.

2. On the 6th of November 45 Mattoovara[illegible] addressed a Petition (No. 1983) for the duty [illegible] which his father had, as no further report [illegible] had been received from the Tahsildar, the [illegible] was sent to him to enquire into.

3. On the 24th of November one Copy[illegible] paroopillay [?] presented a Petition (No. 2179 [?]) stating that he had a right to the [illegible] & at the same time was received a Mahazar [?] [illegible] signed by 36 Cultivators (No. 2126 [?]) stating that the deceased was not the [illegible] & that a perfectly inefficient man [illegible] was obliged to [illegible] [illegible]

assisted by one Appavoo pillay of Vadamadura whom he employed as Gomasta & who was the Tysil Meerasidar, and had been alone doing the duty faithfully as Curnum since the previous January during the sickness to the date of the death of Thyapoory Pillay.

4 No further report having been received from the Tahsildar as had been expected. The above two addresses were sent to him on the 9th of December to report whether there was any objection to the appointment of Appavoo pillay.

5. On the 24th of December the Tahsildar reported with Mohajernamah dated 16th Idem that Thyapoory Pillay was not Meerasidar & unfit for the duty, that a relative of the true Meerasidar Appavoo Pillay had conducted the duties of the Office & was entitled to succeed, that the deceased had left a young son (12 years old) who was totally unfit for the Office, that if Appavoopillay were appointed the Village being large the work would go on well & hoped I would issue orders accordingly

6 On the 30th of December an order was sent to ascertain the exact relationship

of

177

of the person recommended Appavoo Pillay to the Tyeel Meerassidar & he was reported on the 8th January to be brother in law of the then Curnum Soobramaneea Pillay. On the following day the Tahseeldar was directed to send Appavoo Pillay to the Cutchery & he arrived on the 16 or 17 when an order was issued on the latter date for his full employment he having possession of the Village accounts & having transacted the duty up to that date.

7 By the above it will be seen that every necessary consideration had been given to the petition of Muttooveeran Pillay who appears to state no notice had been taken thereof. I really do not believe any better selection can be made than that recommended by the Tahseeldar & the Villagers, but should you be pleased to direct any other arrangement I shall be happy to carry it out.

I have the honor to be
Sir
Your Most Obedient Servant

Sub Collr Cutchery
Poralor
20th February 1846

Recd. 24th Feb

[illegible]
Sub Collector

For the Principal Collector of
Madura

10–0–

(From the Sale Coll.
20th Feb 1840)

No. 65

139

From the Sub Collector

To the Principal Collector of Madura.

Poratoor 21st February 1846
Recd 26th do

Sir

I have the honor to submit herewith the record with case of Shaskiengar of Caliempootoor (as required by your letter of the 7th Instant) who lays claim to the Natamey of that Village, & in reference thereto beg to state that the Tahsildar reported on the 13th of March last the death of one of the three Natamgars of that place.

2. On the 25th of April the Tahsildar reported that there were several Candidates for the Office & he proposed Shashiengar. 25 persons voted for Shanmogiel, 33 for Shashiengar & 51 for Papinaik. One Vencatachellamayah stated he was a near relation but could not establish the [illegible]

3. On the 6th of May an Order was dispatched to know if there were any descendants or relations of the Natangar Fysel, and on the 29th of the same Month, the Tahsildar reported that there was one Appaswamiah son of the Fysel Natangar whom he recommended for the duty, that his father Appooviah had lost his situation from allowing the Villagers to reap their produce, but the son had been subsequently employed.

4. On the 30th of May the Tahsildar was directed personally to examine the said Appaswamiah & send the order for his former appointment

On

On the 17th of June, the Tahsildar forwarded the original dated 21st August 1827 and had also in the interim forwarded a petition from the said Appaswamee &c. which were sent to the Dufter.

5. A further reference was made to the Tahsildar on the 24th September, who reported on the 7th of December that 32 inhabitants wished for Shashiengar & 33 for Appaswamee the latter of whom being the true Meerasidar, & the other proposed individual having no right beyond being equally able with others to transact the duty, Appaswamy was appointed on the 9th of January last as Nattamgar of Calliampoottoor.

Poralom
Sub Collr Cuchey
21st February 1846
Recd 26th

I have the honor to be
Sir
Your most Obedient servant
[illegible]
Sub Collector

To the Principal Collector of
Madura

From the Sub Collr
21st Feby 1846

No 67

From the Sub Collector

To The Principal Collector of Madura 141.

Peraloor 24 February 1846

Recd 1st March 1846

Sir

1. I have the honor to submit the record in the matter of the stated appropriation of the Circar land by the Zemindar of Yerrasek-kanaiknoor.

2. This examination was commenced in consequence of a petition presented by one Buzenga Rao of Chinnamanoor & Pallamappah Moodely of Coimbum & orders were despatched to the Tahsildar on the 20th January 4th of April 27th of June & 22nd of August to report &c — The Tahsildar despatched the Mozumdar, who found the Zemindar in possession of Goontahs 26293 - 11 3/16 which was Goontahs 1275 - 12 more than there ought to have been. This was acknowledged by the Sambrithy & others who said they could give no reason for it unless they had the Fysul Clogoo from the Hoozoor. This case was received on the 28th November & forwarded to the

dufter from which it was again received on the 6th Instant.

8. In consequence of mention being made of this case having been settled or disposed of by Competent Authority, I directed the Tahsildar to send me any documents he might have & he forwarded the Copy of a panchayet's decree dated 25th June 1835 which decided a similar case & to which the name of the Principal Collector is attached. Should therefore it be considered necessary to continue this enquiry, it is necessary to have your sanction for so doing, & also the Fysul Cloogoo accounts of the Zemindary of Yerravekkanaiknoor.

I have the honor to be, Sir,
Sir
Your Most Obedient Servant
(Signed) W. Elliot
Sub Collector

Poraloor
Sub Collr. Cutchery
24th February 1846
Recd 1 March 1843

True copy
J Blackburne
Collr.

To
The Principal Collector of
Madura

No. 70 143

From The Sub Collector

To The Principal Collector of

Madura

Poraloor 24th February 1846

Recd 1 March JB

Sir

I have the honor to acknowledge the receipt of your letter of the 16th Ultimo requiring to be informed whether the Zemindar of Amaranaik-noor was in possession of the Sirrumallies or not, also respecting the parcel of ground rented by Mr. King with list of any other lands occupied by Europeans or Indo Britons & whether any decision hath been passed by the Courts, with dates, brief abstract &c —.

2 In reply I beg to inform you that one of the sons of the old renter of part of the Hills appeared here on the 12th Instant, but could not

give

give me little or no information on the subject, except in the matter of Mr Kingsland. I therefore directed him to bring a list of the Lands &c, & he reappeared this day & gave a deposition by which it appears that the Zemindar is still as he ever has been in undisputed posses-sion of the greater portion of the Hills and although the Original & appeal decrees have both been passed in favor of the said Renter the Zemindar still continues to collect the rents of both Villages. The dates of the de-crees were not known, no Copy had been ob-tained, but the Appeal decision is supposed to have been passed on the 17th of August last.

3 The particulars respecting Mr Kings land are given in the above said deposition

Copy

No. 73.

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From the Sub Collector

To the Principal Collector of

Madura

Peraloor 25th February 1846

Sir

Recd 1 March 46.

I have the honor to inform you that I propose visiting the Spot of the Sukkampatty Zemindary Boundary dispute on the 3rd Proximo & beg to request should you see no objection to the Measure that the Tahsildar or Mazumdar of Marungapoory with the Village Officers and as many as may Consider themselves interested may be invited to Meet Myself and Cutchry, at the said Spot & as near the said date as possible, with all the Documents they may be able to produce

bearing

bearing on the small piece of ground (about 20 Guntahs) above alluded to as being in dispute

I have the honor to be
Sir
Your Most Obedient Servant

W. Elliot

Sub Collector

Poralom
Sub Coll^tor^ Cachery
25th February 1846
Rec^d^ 1 March 46

To
The Principal Collector of
Madura

From Sub Coll^r^
[illegible] 25th
Feby 1846

No. 184 147

From the Sub Collector

To the Principal Collector of

Madura

Periakulam 18th March 1846

Recd 22 Do

Sir

1 I have the honor to acknowledge the receipt of your letter of the 13th Ultimo with petition from Sylamal Mother of Moothoosawmy (a minor) Stalagar of Cumbtiyampetty in Padicombu complaining of the sequestration of her land for the salary of her Gomastah.

2 The petitioner having selected one Palanyandy pillay for her Gomastah refused to give him any payment, and after acknowledging having [illegible] with him stated the said Palanyandy Pillai to be another individual, but could not produce him whilst there was no doubt of his identity & he possessed the agreement. The said agreement on 2 Cadjans was not found amongst the Documents, & when sent for to the Sheristadar, copies were sent, & received yesterday. It is singular that it should have been deemed requisite to keep the most material Document apart from the rest & when required, to send a Copy. It appeared hard upon the Gomastah after due nomination by the parties themselves to be refused any payment and

an

as the Gomastah had done the duty he was considered entitled at least ~~half~~ to half the emolument should this be considered too much it can be lowered & if Tylamal or her son prefer any other Gomastah, I see no objection to her nomination of such, but it appears scarcely just to eject the old one without sufficient remuneration There was no intention to sequestrate property to the amount of 89 Rs. The Tahsildar was instructed on a petition from Palanyandy Pillay to the effect that he had not received any payment to tell Tylamal to give him the proper amount from that years cultivation, or on her refusal to sequestrate sufficient to cover the amount which was reported by the Tahsildar on the 8th Ultimo to have been done to the amount of Rs 27

Poraloor
Sub Col^rs Cachery
10th March 1846
Recd 22 FB
No 104

I have the honor to be
Sir
Your most Obedient Servant
[signature]
Sub Collector

To
The Principal Collector of
Madura

No 116.

From the Sub Collector.
To the Principal Collector
of Madura.

Dindigul 26 March 1846
Recd 27 JD

Sir:

I have the honor to submit herewith the Records received from the Tahsildar of Tengarê, in the matter of Muttooswamy Naik, a claimant for the Natamy of Cannampatty in the Terra sikkanackenoor Zemindary, Talook of Tengarê, on which subject, he forwarded a Petition on the 29 December '45, addressed to Government,+ but

No 5 of 1846. apparently intended for the

Board

Board of Revenue, & which was received with your letter of the 30th of January.

2. Being on Circuit, the Records at Dindigul, were directed to be examined to ascertain the particulars of Petitioner's claim, but nothing being known respecting the case, the Tahsildar of Tengaré was directed, on the 10 of February to report upon the case, for which purpose, the Petition was forwarded to him. No reply having been received within the 26 of that month, another order was issued on that day upon the subject, & the same was received by me on the 24 Inst. whilst

whilst on Circuit. 151

3. It appears from the documents that the Petitioner's claim rests solely on his stated adoption by the Fysal & Natamgar; but, as he has never done the duty of that office, whilst the present incumbent has held the situation for, at least, 11 years, I do not consider the claims of the Petitioner worthy of attention, until, at least, a vacancy occur.

4. I therefore beg to enclose the draft of a proposed indorsement to meet the case.

5. The above dates will furnish the necessary information on the subject of

of the delay which has taken place in affording the information required by your letter of the 30 of January last, and repeated in your letter of the 24 Instant, just received.

I have the honor to [be]
Sir,
Your most Obedt. S[ervant]

[illegible]
Sub. Collector.

Dindigul
26 March
1846.

Recd 27 JB

For the Principal Collector
of Madura.

From the Sub Collr. Dindigul
26th March
1846

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Proposed Indorsement for Petition
dated 29 December 1845, and presented
to the Government &c by Mutta=
ramey Naik of Cummumpetty in
the Zemindary of Terravikkamaiknoor,
Vengaré Taluck, on the subject of his
right to the Nattanmay of that Village

As the present incumbent,
Chinna Veera Teven, although
appointed by the Zemindar, has
continued to do the duties of
his office for 11 years, it is not
considered necessary to entertain
the claim of the Petitioner, &
which

which appears to be very slight, until, at least, a vacancy occurs.

J. Elliot

Sub Collector.

Dindigul

25 March

1846.

Recd 27 JB

Inclosure in a letter from the Sub Collr dated 26th March 1846 No 116

No. 155.)

From the Sub Collector

To The Principal Collector
of Madura
Dindigul 31st March 1818.
Recd. 2d. April 18.

Sir,

I have the honor to acknowledge the receipt of your letters of the 5th and 16th Instant, requiring the proceedings in the case of Chokkapah Naicker of Yerredipatty, on account of his petitions, dated the 2d and 11th Idem, which I beg herewith to submit.

2 One Jogi Naicker, on behalf of Chokkapah naicker, states to the effect that one Sivalinga Balaswamy possessed a share under the Toralah arr at the Village of Gurruvapatty, of which he sold 3/4 to the Appellant for 63 3/4 Rupees, of which sum, 30 Rupees had been duly paid, when the remaining 1/4th was sold to him for 21 1/4 Rupees; and he paid the whole balance total 85 Rupees — He laid out money on the lands, and paid the Kist to the Circar, whilst the Pullah and land are still in the possession of the

...snoompautilly
...the letter
...ncorrectly

the said Balaswamy. He hoped therefore the produce would be directed to be kept in deposit.

3 It appears on referring to the record, that on the 21st of March 1844 Sidasunga Balaswamy stated in a petition to me that their father had excavated a Channel and spent 100 Rupees on the same, 3/4 of which they sold to Chockapa naicker for 63 3/4 Rupees, who during their absence in Tinnevelly had appropriated the whole land and taken a Puttah in his own name for the same, whilst in the agreement it was mentioned that they were to have puttahs for their respective shares; that petitioner had cultivated other land at the same place, that the Curnum had made out a Puttah in favor of Chockapa naicker alone.

4 The Mozoomdar of Tanjore reported on the 27th of May that Chockapa Naicker denied the genuineness of the said agreement and promised, in a week to produce the real document, and,

if

if he failed to do so, would resign his claim; that the said individual had not produced any document.

5 On examining all that had occurred in the Case, an order was issued to the effect that as no formal Razeenamah had been given or Registry taken place the Puttah should not have been changed from one party to another; that the Puttah should remain in the names of Sivasangoo Balaswamy, and that if the Defendant disagreed he should apply to the Civil Court.

6 Altho' Chockappa naicken had agreed to give up his claim in case of his not producing what he pretended to be the true document, so extreme a measure was not allowed to be acted up to as part of the land had been confessedly sold to him. A further order more full and explanatory was sent on the 29th of the following month, in which it was mentioned that whilst the Puttah was to be in the names of Sivalingoo and Balaswamy, the

purchased

purchased land was to remain with Chocka-
-pa naicker; that, as it was acknowledged
money was still due to Sivalingoo and
Balaswamy; the latter should apply to
the Zillah Court for recovery.

7. On the 15th January 1845, the Moozoomdar reported that Chockappa Naick agreed to the puttah being in the name of the other party, provided he held the land, but that the former owners, having the Puttah, wanted also the land. After referring to the former order, one was sent on the 18th of February stating that they were to be acted up to; but the Moozoomdar seemed to consider them at variance, probably on account of that of the 29th of June, directing one party to the Civil Court, whilst that of the 29th July directed the other party to the same Tribunal, and the latter containing particulars not mentioned in the former one; but the order of the 29th of June merely directed Chockappa naick to the

Civil

7 Civil Court in Case he objected to the pattah being in the name of the opposite party, whilst that of the 29th of July directed Sivalingoo and Balaswamy to the Courts of Law, for recovery of the balance due to them on the sale of their land.

8 On the 1st of May last, Sivalin-goo and Balaswamy presented a joint petition, exhibiting as proof of the fal-sity of Chockapa maick's former state-ment respecting the existence of another bond for the purchase of the whole land to the amount of 85 Rupees, that Choc-kapa maick had actually requested him to enter into a new bond for 120 Rupees, on account of the said land, and that the same had been executed and money paid; that this had been done to screen his former Statement. An order was sent to the Tahsildar to inquire whether the Case were so; and he replied, that it was true but that Plaintiff stated his right to the produce, for which, if he had any claim, he should move the Civil Court.

On

9. On referring to the final arrangement passed in the Sheristadar's department, it is discovered that the produce of the whole land is given to Sivalingoo and O. Balaswamy, but altho' their right to the produce of the 1/4th share for fuslies 1251, 1252, and 1253, is undoubted, they have no right whatever to any subsequent to the period of the last Sale Bond, unless a Crop was standing at the time, but even for that and for the produce of the former years, it is probably preferable to direct Siva: lingoo and Balaswamy to the Civil Court, notwithstanding it is fully shown that Chockapa naick was guilty of great falsehood, and evidently Con: templated Forgery, and independent of his usurpation of the petitioners 1/4 share of land under the Varatam in the Village of Gunnuvapetty.

10. Part of the record being at

at Dairiguh and part on Circuit
has caused some delay in forwarding
this record to the Principal Collector

I have the honor to be &c.

Dairiguh
31st March 1840

(Signed) J. W. Elliot
Sub. Collr

(6)

Recd 2d April 1840

(True Copy)

J. Blackburne
Principal Collr

Copy of a letter
from the Sub Collector
dated 31st March
1840

The original sent
to the Board

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No. 28.

From the Sub Collector,
To the Principal Collector of Madura

Dindigul 31st. March 1840
Recd 2nd April "D"

Sir,

In reply to your letter of the 2nd Instant I have the honor to state with reference to the 1st point of Doubt that although the 2nd Son alone appeared before me, himself and Brother are the constituted agents of their father to whom the grant of a portion of the Hills was originally given. If the Father's name appears on any document since the filing of the Suit in the Zillah Court for recovery of the lands in question the Sons' names will also be there, but the father being an old man the Sons are empowered to act independent of him.

2 With respect to the 2nd point I beg to state that it was not my intention to be understood as saying in my letter of the 24th Ultimo that the Renter "never" has been in possession of any part of the Hills nor do I believe such statement will be found there. The Renter has had possession of the lands granted to him for Several Years, but when the Zemindar wished to resume them and took possession accordingly, the renter filed a Suit in the Zillah Court for recovery and on the instructions of the Board of Revenue

the

the case was directed not to be defended by the Principal Collector, but the lands to be made over to the Renter and he recommended to withdraw his suit from the Civil tribunal. The Principal Collector issued the orders accordingly, but to this date they have not been acted up to, and it was to this period I referred in stating "The Zemindar still continues to collect the rents of both villages."

3. It was in consequence of this which appeared to be a usurpation of his property that the Renter petitioned to have his Civil suit revived, which was granted by the Sudr Adalat - and a decision passed in his favor in the Madura Zillah Court on the 11th of January 1845, for possession of the lands attached to the villages of Poodoor & Poodoo hatty in conformity with the terms of his Sasnatha Cowl. It was the Zemindar who preferred an appeal and therefore it was not necessary for the renter to procure for himself or furnish to the Court any copy of the original award - and both the sons of the said renter have stated to me that no copies of the decrees have been received by them, though they have the list of fees and abstract of the decrees. The date of the Appeal Decree the Remonstrator had already stated as the 17th of August last -

4. The Renter having been formerly

in -

in possession, his right recognised by the Board of Revenue 7 or 8 years back, and his title fully established by the decrees of the Subordinate and Appeal Courts, the Renter could scarcely feel any doubt touching his privilege to grant lands to Mr. King or anyone else who might desire a residence or sanatarium for himself or family, as is the custom on every habitable hill or elevation, and has been the practice of the Civil and Military officers of this District also on the Palmeys and other eligible spots required for the sport or recreation of themselves or friends.

5. On the Range of hills known as the Sirroomallies there are two villages One very old called Mallioor or Pallioor and the other Poodoorpatty or Pooddoor. Over the former the Zemindar of Amanaikanoor has undisputed control but the land to the west of the Pallioor precincts together with another small hamlet Shermankannatoor (since disappeared) were made over to the Renter Veerapah Gowndin for a certain annual payment on his forming the village of Pooddoorpatty situated upon the said lands. The extent of ground pertaining to either village is entirely unknown to me, the said hills never having been under the management of the Circar since I came to the district, but I should think from what I have seen of the hills, that

the

greater portion belonged to the Village of Pallicotty. I believe however the hills have never been fully measured. Nor have I any documents of a description to guide me in determining the precise extent of land belonging to each of the Two villages on the Sirrowmallies.

With respect to Mr Kingsland the son of the Renter informs me that the cowlnamah was given to that individual on the 30th of August 1845 and resumed about the 15 of November after a long absence and final removal from the place and the sale of all his property at Dindygul & elsewhere.

I have the honor to be
Sir
Your most obedt Servt.
[signature]
Sub Collector

Dindigul
Sub Collectors
Cutchery
31st March 1846.

Recd 2 April 1846

No. 78
From the Sub
Collr 31st
March 1846

No. 129 167 167

From the Sub Collector
To the Principal Collector of Madura

Dindigul 1st April 1818

Recd 3/93

Sir,

I have the honor to submit Copies of 2 [illegible] dated 22nd and 31st Ultimo issued to the Sheristadar of this [illegible] to ascertain the points required by your Letter of the 20th [illegible] respecting the Well attached to the Chuttry at [illegible] and from his answer it appears that the said well was dug [illegible] from the [illegible] of [illegible] money in his possession and that no [illegible] on the part of the [illegible] had ever been performed but he had no account of the [illegible] on that account. The [illegible] cannot therefore be [illegible].

2. The [illegible] with [illegible] respecting the [illegible] of [illegible]

list for the proposed [illegible] and [illegible] wish to withdraw [illegible] contained in my Letter of the 16th Ultimo [illegible] by such means, the plan not appearing to be approved of, and the [illegible] liable to mis construction. It was not my intention to be understood as stating that the money for that work could not be obtained in any other way, indeed I feel assured that if the Principal Collector were to recommend the outlay [illegible] same would be sanctioned.

3 The Maniem Land consists of

52 1 Cawntahs of Punjah originally assessed [illegible] at

[illegible] Rupees | sixty, [illegible] of this 11 $\frac{14}{16}$ [illegible]
[illegible] of Rupees 3,400 [illegible] were [illegible]
[illegible] 1831 when the land was [illegible]
[illegible] in consequence of the [illegible]
[illegible] Falkanool during [illegible]
past Year [illegible] was [illegible]
[illegible] hand [illegible] the [illegible]
the [illegible] before [illegible]
from the Talav

4. The well [illegible] is necessary [illegible] but [illegible] to descend into the water [illegible] but the water is [illegible] and Clothes as [illegible] the [illegible] of steps for the convenience of the [illegible] is certainly not absolutely necessary, but is desirable to prevent the [illegible] of accidents to the [illegible] at any period of the night or day, and as such I beg to second the recommendation of the Civil Engineer.

I have the honor to be
Sir
Your most obedient Servant
[illegible]
Sub Collector

Dividend
Sub Collector's
Cutchery
1st April 1846

Rcd 8 April [illegible]

[illegible] 1846

[illegible]
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ஸ்ரீ மகாராஜ ராஜஸ்ரீ [illegible]

ஸ்ரீ [illegible] சமுகத்துக்கு

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

179

No. 137 183

From the Sub Collector

To the Principal Collector of Madura

Dindigul 1st April 1846.
Recd 3rd [illegible]

Sir

I have the honor to acknowledge the receipt of your letter of the 30th Ultimo No. 207 with indorsement to Tylammal's application whom the pleases of [illegible] for the duty. The same will be dispatched to be delivered to her, her property released from attachment and the Gomastah Pallaniandiah Pelly directed to move the Civil Court if he thinks he has any claim on either the Petitioner or her son.

2. I do not think it is to be found on record that I in the remotest degree endeavoured to force the retaining of any particular person as Gomastah. I endeavoured to invite payment for services performed, but failing in this made use of the shortest method to obtain it, which being objected to, the parties must be left to settle the Case before a Civil Tribunal.

3. The reason of the procrastination will I believe be found duly mentioned in my letter of the 18th Ultimo — that after the Documents (some of which were at Dindigul and others at Poraloor) arrived, it was discovered that the agreement on 2 Cadjans had

had not accompanied the Documents, but were detained in the Sheristadar's Cutchery, and when sent for, Copies were forwarded instead, and they only arrived the day before the despatch of my letter forwarding the Bundle.

I have the honor to be
Sir
Your Most Obed. Servt.
[illegible]
Sub Collector

Dindigul.
Sub Collector's
Cutchery
1st April 1846.

Recd 3d [illegible]

From the Sub Collr.
1st April 1846

No. 139

185

165

From the Sub Collector
To the Principal Collector of Madura

Dindigul 1st April 1840.

Recd 3/4

Sir,

In reply to your letter of the 30th ultimo No. 211 I have the honor to inform you that the absence of the Renters Sons from their village for some days has prevented me from forwarding the required explanation respecting the dates of the Courts decrees in favor of the Renter on the Sirumallies and Sht. Kings grand of land at an earlier date than Yesterday when all the information I was in possession of was made known to you.

I have the honor to be

Sir

Your most obedt. Servt.

W. Elliot

Sub Collector

Dindigul
Sub Collectors
Cutchery
1st April 1840.

Recd 3d/4

No 129

From the Secty [illegible]
1st April [illegible]

No. 115 187 (18)

[illegible] Principal Collector of [illegible]

[illegible] 11 [illegible]

Read 4th [illegible]

[illegible] have the honor [illegible]

the [illegible] of the [illegible]

last [illegible] the documents [illegible]

as [illegible] had been [illegible]

[illegible] the [illegible]

4 [illegible] that [illegible]

not been [illegible] and [illegible]

ed with the [illegible]

2. It is clear from the Documents

that on the 20th [illegible] 1841 [illegible]

[illegible] Vadamalai [illegible] the [illegible] of

Natangoor to 3 [illegible] Chumbo

village [illegible] the

22nd Idem upon [illegible]

on the 30th of the [illegible] now were

the Petitioners were [illegible] or not and

who appointed for the said hamlets in [illegible]

which the Tahsildar reported that for

two of them Chittambram [illegible] was [illegible]

but for the other there was no one [illegible]

Vadamalay Pilly who had now resigned was

appointed on the 25 of October 1835 and

that Chittambram Pilly should therefore

be appointed being subsequently re-

ported the son of [illegible] 11 [illegible] the Tehsildar [illegible]

3 3 On the 10th of February 1842

an order was despatched that Vadamalai Pilly

-signation would be [illegible] that the Ca-
-bundy [illegible]
[illegible] to report the same — [illegible]
was however sent on the [illegible] follow-
-ing explaining that [illegible]
[illegible] Pelly [illegible]
was to see the duty of the said [illegible]
Village.

4. On [illegible] June [illegible] petition
-bram Pelly that [illegible] (No 1120)
that [illegible] had not received
the [illegible] to have it.
On the [illegible] the petition
was forwarded [illegible] to explain
and [illegible] Tahsildar be-
hoped to see [illegible] Pelly had done
the [illegible]

5. [illegible] Pelly presented
a [illegible] petition (No 1862) stating to
the same effect as one of the 4th of
June and which was forwarded to the
Tahsildar on the 7th of October last,
and he replied on the 3 of Nove-
-mber that after searching the record
he had found my order of 21 of March
1842 which he forwarded to me and on
the 8th of November 1845 an order was
sent to act according to the said for-
-mer orders issued in consequence of
the resignation of Vodamtay Pelly.—

6. From the above it will be seen
that

that Vadamally Petty was ignorant of the hattaina of the said 3 hamlets to which he was entirely properly entitled, and that Chittambaram Petty the present holder was appointed thereto on the recommendation of the Tehseldar on the 1st of March 1842, to which Vadamally Petty had stated no objection at the time.

7. There are still 2 other documents to be forwarded to you viz. the last Petition of Chittambaram Petty and my own last order on the subject which are explained above which will be sent when received.

I have the honor to be
Sir
Your most obedient
[illegible]
Sub Collector

Dindigul
Sub Collector's
Cutchery
1st April 1846
Recd 4th [illegible]

From the Sub Colr
2d April 1848

No. 143 191

From the Sub [illegible]
To the Principal Collector of [illegible]

[illegible] 3rd April 1840.
Recd 6 [illegible] 191

Sir,

I have the honor to bring to your notice that on a dispute arising between the Zemindar of Vellacottah [illegible] and [illegible] makshy Pilly respecting 28 $\frac{73}{4}$ [illegible] of [illegible] land situated in the village of [illegible] patty attached to the Talook of [illegible] a Suit was [illegible] before the [illegible] Tribunal in [illegible] [illegible] in favor of the [illegible] decision [illegible] [illegible] appeal and the [illegible] ordered [illegible] Court to be [illegible] [illegible] together with the [illegible] [illegible] and the Appellant [illegible] Tahsildar, who referred [illegible] to know by whom [illegible] the Circar [illegible] to be [illegible] tory of Rupees 97 " 6 [illegible] It appears that the [illegible] [illegible] portion as is sequestered [illegible] 180 " 2 " 6 the price of which at the Tahsildar's rate of 1 " fo [illegible] [illegible] would only [illegible] Rupees 85 " 4 " leaving thereby Rupees [illegible] " 2 " 9 to be collected from the Cond[illegible] [illegible] second crop. The price given is [illegible] however evidently too low as the Present Bazar prices at [illegible] Rupees 1 " 7 [illegible] and there should therefore be no balance [illegible] to

to be [illegible] from the amount realised from the [illegible] [illegible] however that may eventually turn out — I beg to be acquired, if I will obtain the Court's permission to deduct the amount of the [illegible] [illegible] from the sum realised by the sale of the said grain — The Sukdar does not state in which Court the original appeal were entered but the number of the appeal suit is 23 of 1845 and probably in the Civil Court at Madura —

2. The original documents are hereunenclosed —

I have the honor to be
Sir
Your most obedient servant
W. Elliot
Sub Collector

Dindigul
Sub Collector's Cutchery
9th April 1845

Recd 6th JB

From the Sub Collr 9th April 1845

No. 48

193

From the Sub Collector
To the Provincial Collector

Dindigul 5th [illegible]
Recd 7 [illegible]

128

Sir

I have the honor to enclose the [illegible]ation and particular received from the [illegible] of Tyrumhilly on the Subject of the [illegible] Natamgar — from which it appears that at the first time there were 2 Natamgars [illegible] Pillay and Apporviem — [illegible] [illegible] and Apporviem was removed to [illegible] the Ryots [illegible] their produce [illegible] leave had been given — [illegible] Sramein and Paramasivem were [illegible] but Sramein [illegible] was removed — For [illegible] Pichapilly Iyen [illegible] the Kadam were appointed [illegible] the [illegible] Fusly 1241 and his son [illegible] appointed to succeed — And in consequence of the Age [illegible] Pichapilly one Vengovien was appointed to [illegible] him — Three persons then became appointed [illegible] Pichapilly Iyen died and was succeeded by his son Ivavien who died after holding the duty for a [illegible] year and it was in [illegible] of him that [illegible] [illegible] the son of the Tyruel [illegible] aside [illegible] Apporviem — It appears Vengovien is still considered as one of the Natamgars but [illegible] capacity of [illegible] call [illegible] his services died with Pichapilly Iyen.

2 The Inam consists of [illegible] Spentaks of [illegible] assessed at Pickaes 78 " 2 " 8 — and [illegible]

Date of [illegible]

Reason [illegible] given —

...tants 86 " 9 — Assistant 34 " 10 " 5 Total 112 " 0 " 9

which divided between the three above mention

ed men gives a sum of Rupees 37 " 8 " 7 each.

3. That it may be considered the claim of each of the three now employed in the duty of the [illegible] and which one of them may have the least right to the office, it is certain that the [illegible] who wishes to be one of the Number does not hold any stronger claim.

I have the honor to be

Sir

Your Most Obedt. Servt.

W. Whit...

Sub Collector

Dinajpur [illegible]

Sub Collector's

Cachar

6th April 1840

Recd 7th [illegible]

195

No. 548.
From the Sub Collector.
To the Principal Collector
of Madura.
Dindigul 8th April 1846.
Recd 16th [illegible]

Sir:
I have the honor, with reference to your letter of the 11 of August last, to lay before you the particulars of the cases brought by Muttoo Pilly, Rat=nachellam Pilly & Pillapah Chitty, having reference to certain Banks, Channels &ca in Cuddupatty of the Tadikombu Talook. These parties, since the receipt of your letter, have not at any one time, been able to attend together, each objecting to the other's absence; but both of the lead ing

-ing parties I believe to have been very seriously ill during the greater portion of the time One was obliged to remain in Dindigul, & the other confined to his house in Silvaroopatty, — the disputed tanks &ca being at Ruddupatty, a short distance from the latter place. After attempts on my part to obtain the attendance of Muttoo Pilly { the Tahsildar had been, on two occasions, directed to have the parties ready, but being unable to effect it, I proceeded to the spot on the 24 Ultimo, to see how far the statements of the parties, co-incided with the position & present state of the lands & banks, and particu-

larly

=larly to see Muttu Pilly, as it appeared he was not able to come to me. To my surprize the said Muttu Pilly, the + Natamgar of the Village, tho' a cripple in hands & feet, & supposed to be seriously ill, had left the Village a few days previously, without leave, to a Village in the Mada=callam Talook, as acknow=ledged by his son Ratna=chellam Pilly, who was pre=sent & gave a Deposition + upon that & other matters.

2. There appear to be 3 Cases between the parties, vizt.

1st the obstruction to the culti=vation of Pillapah Setty, by a bank placed or increased by

by Muttu Pilly the Natamgar,
on certain ground purchased
by the said Pillapah Chitty,
in Puddupatty.
2nd the new Channel stated
to have been cut through the
land of Muttoo Pilly, or his
son Ratnāchellam Pilly.
3d the stated mortgage of certain
lands of Tādancollam, for 3 -
years, by Muttu Pilly to Nal-
laswamy Setty.

3. The last of these -
required a tedious investiga-
tion in the presence of both
parties; & I respectfully beg
to lay before you some of the
leading points in the Deposi-
tion of the said Witnesses,
to compare with the state-
ments contained in the -
Appeal Petition of Ratnā-
chellam

=chellam Pilly, adopted by his father Muttee Pilly. In the 9^d Paragraph of your letter under reply, it is most cor=rectly quoted from the Ap=peal Petition of Muttee Pilly, dated 11 of July last, that, "in "1840 he (the Complainant "Muttee Pilly) had redeemed "the mortgage, when the "land was restored to him "(Muttee Pilly) the money be=ing received by Nallaswa=my Chitty & this Complainant "(Muttee Pilly) together, & by "them deposited with one "Swamy Rayoo of Seelapady, "till a quarrel between the "two+ Brothers, should have "been adjusted; after which, "Appellant° was to recover his

+ Nalla swamy Chitty & Vellapah Chitty.

° Muttee Pilly.

"his mortgage Bond". Now the 3 Witnesses called by Rat=nachellam Pilly, to depose to this point, on solemn affir=mation, give so different a statement, that one of them must have been deliberately false. Swamy Rāgoo stated that he was going to the Bazar for his own purposes, when he saw Pillapah Chitty, Soobroyloo Naik (alias Iyaloo Naik), Curnum Nullatomby Pilly and Ratnachellam Pilly:—on seeing him Pilla=pah Setty said that Ratna=chellam had mortgaged his land to him, & had brought the money to re=deem it; &, as there was a dispute between his brother

and

and himself, he wished
Swamy Razoo to keep the
same; & that when he pro=
duced the Bond, he would
take the money, to which he
agreed, and Ratnachellam
then gave the money to Pil=
lapah Chitty, who counted &
gave it to him (Swamy razoo);
Soobbooroyloo and Nallatom=
by Pilly were then both there;
10 days afterwards he saw
Nallaswamy Chitty, who ask=
ed him whether he had
really taken the money
from his Brother (Pillapah
Chitty); on which he said
he had, & the money was
now with him.

4. Without entering
into the detail of the enmity

ex=

existing between Swamyrazoo
and Pillapah Sitty, in the case
of the Seelapady Pereacollam,
it is remarkable that whilst
the land was mortgaged to
Nallaswamy, & he known to
be at variance with his
Brother Pillapah Chitty, the
money should have been
delivered into the hands of
the latter, who, after count=
ing it, should put the
same into the possession of
an individual , as mediator,
who was particularly hostile
to him; & all without the
knowledge of the real
mortgagee, for 10 days; yet,
to prove whose personal
delivery of the money, this
man & others were called
as

as Witnesses. The other two mentioned in the Appeal Petition, & who would appear to have been the only persons present, stated somewhat to the same effect, one exception being that whilst Eswamy razoo states that he, in company with Iyaloo & Naik, Nallatomby Pilly, Caratoomuttoo Pilly, & Krishnah Chitty, went to Pillapiah Chitty's house (in Kodhy- & March / April 1845), the other Witnesses stated that only Eswamy razoo went to Pillapiah Chitty — the others & remained at a distance.

5. Ratnachellam Pilly stated that the Bond had been made in Nalla-

Eswamy

swamy Chitty's name, who was absent when it was executed, nor did he remember whether he himself signed it or not, or even whether he were present, he did not even know of his Father having purchased a Stamp Cadjan for the said bond.

6. With reference to the matter of the mortgage and the subject of grain - The Zillahdar of the Maranoor Mootah Kristniah stated that the father and son were both present when the grain to the amount of 8 culliums placed in the possession of Angaum Chitty besides other 14 " 5 " (& [illegible] present) were handed in over to Pillapah Chetty who gave a receipt for the same - and other persons were present when he heard both Mutta Chetty and Pal ... Chellum Chetty agree to give the Remainder.

The Talook Peon Perioswamy and Toty Thera... stated to the same effect.

7. Evidence was taken from the writer and the attesting witnesses respecting the deposition taken from Moottoopilly in the Fabook being perfectly voluntary - One of the attesting Witnesses Subbah pilly the Curnum of Sethana Vanchuttoy, a relation of Patnachelloom pilly after having stated in November last that the paper was willingly drawn up and signed, on a question from the said Patnachelloom pilly on the 31st Ultimo began to allude to an objection being made at the time but finally allowed that Moottoopilly signed the same and he was invited to attest it. On being interrogated as to why he had not mentioned the said objection in his former statement he answered that he had not been asked - The Attoor Curnum's Gomastah Veerapah pilly deposed to the Voluntary execution of the said Haitokshey or Deposition - Two witnesses on behalf of Pillapah Setty deposed to grain being acknowledged to be due to him by Moottoopilly and that some was given and the remainder requested to be remitted - 3 other of

of his witnesses only speak from hear say.

8. Under the above circumstances should the Principal Collector consider the stated deposit of the mortgage money in the hands of a mediator sufficient to prevent Pillapah Setty or his Brother &c from having any further claim whatever on the said land, the right of Swamy Bhogam should be annulled, and the land remain in the possession of Muttupilly as it has been for the last 5 Years - and if Pillapah Setty object to such arrangement he can lay his claim before any Civil Tribunal he thinks proper.

9. In the matter of the new channel cut through the land of Muttupilly it appears from the 5 and following paras of your letter under reply to have been understood that the case was decided in favor of Pillapah Chitty "on the acquiescence of Chenna Pojary" "supported by 2 of complainants Witnesses" "without any enquiry into Chenna Pojarys right which seems to have been taken for granted without due consideration of a suspicious looking case". I confess

the

the case is very suspicious, but not from the character of Pillapah Chetty any more than that of his opponent, or from the case having been in the first instance brought to or examined by me, which will probably be seen not to have been exactly the case, but from the concealment from you of the documents which might have induced you to take a different view of the Case. However limitted there is a certain degree of trust or confidence which it is absolutely necessary to place in every Cutchery servant; yet such reasonable and necessary confidence may be abused, and it appears as if somewhat similar had here occurred. In directing all the records to be submitted to you it was never intended that the most material documents should be kept back, especially when their retention should induce an opinion different from that likely to be formed had no such retention or shuffling occurred; I would have no objection to consider the same accidental or attribute the omission to oversight, but I have felt reason to consider it otherwise.

10. The case of this channel commenced by petitions from Chinna Pusary pilly dated 18 and 19th of January and 3 February 1843 wherein he complains that the Natamgar Muttupilly and others had forcibly opened a channel on his land and taken the water to his (Defendants) fields by which the Complainant was subjected to much loss. That he could not complain to the village

Na=

Natamgar as he was himself the Defendant and had also increased an old bank on the same land - Ratnachellum pilly gave 2 Petitions dated 21st of January and 2d of February of the same year stating that the ground was his and that the channel dug by Chinna Pejary pilly was also injurious to his cultivation. The Marainoot Muttah Zillahdar examined the case on the spot and the Muzumdar reported his opinion that the increased tank bank raised by Muttupilly should be taken off and Chinna Peyary Pillys channel should not cross that of Muttupilly. I sent for the parties and it was agreed by the latter that he would take off the increased bank (at A) and by the former that he would raise an aqueduct across the natamgars stream (at B) to all which the said Nattamgar Muttupilly and the Petitioner fully agreed on the 11th of May 1843 on the 20 of which Month that case must be considered as finally disposed of by my order of that date to the Tahsildar of Todikomboo.

* [illegible] bring to [illegible]

11. On the 13th of January 1845 Pillapah Setty complained to me that Channel dug by Chinna Peyary was on the land purchased by him from Venga pilly and hoped Chinna Peydry would be directed to fill it up again - The Sasanam or deed of sale would explain this - This deed was 5 or 6 years old and granted in the name

of

of the Elder brother Nallasawmy Setty and in it
Muttoopilly and his son as well as the Defendant
had signed as Witnesses. Two persons, viz Carichi
pilly the Natamgar of the adjoining village
Ramakshepooram (where Vengopilly resided)
and Palamsandy Pilly natamgar of Vadagampatty
adjoining, deposed to the Channel being cut
in the land purchased by Pillapah Setty.
A Summons was issued for Defendant who
acknowledged that it had not been cus-
tomary to use the said Channel but as he
was not able to bear the expense of shutting
it up, he wished complainant himself
to do so. Respecting the identity of this
Channel with that previously referred
to by Muttoopilly and Perjary Pilly there
cannot be the slightest doubt from the deposition
taken on the occasion. It is marked by me
C.B in the plan accompanying the former
Case and leads to the cultivation at D.
As the parties were agreed on the point
of dispute there could be no objection to
their settling the matter at issue and an
order was sent accordingly. On the 18 of
January 45 and the Tahsildar has since
reported that the same had been carried
into execution. The right of Pillapah
Chitty has been allowed by Perjary Pilly, and
Muttoopilly resigned all right he had
previously claimed in favor of the said

Pee-

Peyary Pilly as above shewn — The documents in the last examined case being chiefly depen=dent on those formerly taken in the Talook and before me. —

12. With respect to the name usually given to Chinna Peyary it will be observed that he is so called by Pillapah Chitty in his petition dated the 15 January 1845. but is called Peyary Pilly by himself in his deposition before the Head of Police dated 3d February last and in the heading and mark to his deposition before me dated the 18 January 1845 — It is so marked in the Deed of Sale dated 3rd Pangoony of Havilambhy whilst the same individual is called Chinna Peyary Pilly — In his own petitions dated 18 and 19 of January and 3rd February 1843, in those of Pitnachellum Pilly dated 21st January and 21 of February 43 and the Tahsildars arzy dated 24 of March following — There is no doubt that all these names refer to one and the same person, but the proper name is Chinna Peyary Pilly —

13. — The 3rd case is that of the Chinna odeycottom bank stated to have been in=creased by Muttupilly and to be thereby an obstruction to the Cultivation of the land under his tank —

In the 2nd Para of your letter under reply this
it is mentioned that this bank was raised on
Pillapah Pilly's land in Silwārapatty but he
does not own or pretend to own any land in that
hamlet. The point of dispute being confined to
the bank in Puddoopatty as allowed in Ratnachellam
Pilly's deposition of the 19th December 44 and 24th
ultimo. but for my order to remove which I
regret to find no record was submitted to you
with the remainder of the Bundle. This
Omission has now been rectified.

14. The original documents, which
should have been sent to you are not to be found
on the records of my office and as they are in favor
of Pillapah Pilly's cases and statements, as well
as those on which my orders were issued upon
whosoever request the documents alluded
in Para 9 were detained might furnish the
reason of these documents not being forthcoming.
Had they been ready for transmission to you I do
not believe Muttupilly would have ventured
on an appeal 4 Months after the father had
perfectly acquiesced in all points connected
with this matter, the son Ratnachellum pilly,
as there was nothing to lose tried an appeal
and when the documents were submitted the
omissions made the cases appear so favorable
that there could be no difficulty in their obtaining

Institu

Muttupilly's adoption of the sons petition. Had all the Documents taken been sent it would have been discovered that the case had already been examined by the Talook officers by whom it was directed that Muttupilly and his son with others had attested the Tolle Bond for the lands on which the bank was raised by Muttupilly -

13. By the Copies of Documents received from the Talook it appears that on the 8th of February 1843 Pillapah Setty addressed a Petition to me stating that on part of land he had purchased from Venga pilly under the Chinnacollam, the Notamgar had forcibly ploughed 12 Goontahs of land and had dug a Channel in front of the same. On the 13th an order was sent to the Tahsildar who sent the same to the Zillahdar to examine on the spot. The former owner of the land Venga Pilly, and 3 witnesses deposed to the land being Pillapah Settys and not Muttupillys - Muttupilly stated the land to be his, but owing to there being no distinct marks to divide the lands of Pagary pilly from his own therefore 5 persons had settled the same and pointed out the lands he was entitled to cultivate, of these stated 5. Two who were present 10 days afterwards, viz - Kadeeroway Kachun, and the Curnam Allaghay Pilly stated that the said land belonged to Pillapah Setty - which also the Zillahdar

of Maranoot reported to the Tahsildar on the 15th March 1843 - and On the 12th of April the Tahsildar repeated the same observing that if the land belonged to Muttiepilly he would have objected when the land was sold 5 or 6 years before - Ratnachellum pilly having presented a Petition dated 5th of April which was sent to the Tahsildar on the following day, he again reported on the 20th of the same Month that by the hastakshy of the Curnum given during the previous month in another case it appeared the land belonged to Pillapah Setty - In consequence of which an order was issued on the 17th of June to the same effect to which no objection was ever stated. all which documents with Chinna Pyary[?] Pilly's case are herewith transmitted. -

16. On the 22nd of November 1844 Pillapah Setty addressed a Petition to Re- stating that the Natamgar Muttiepilly had put a bank on his Nanjah Ground (alluded to in the last Paragraph) and in front of his own Bank - This was sent to the Tahsildar on the 23rd for examination and on the following day that officer reported that Muttiepilly was absent - on which the order of the 11 of December was issued, being the middle of the Cultivation Season, to remove any bank erected as stated which might impede the Cultivation of the lands proved to belong to Pillapah Setty prior to the order of the

12th

12th. April 1843. Inconsequence however of Muttupilly's objections, The Muzumdar on the 10th Sent a Report to that effect but being sick Ratnachallum pilly appeared and deposed that he had heard from his father that the land belonged to him but they had never cultivated it till 1252 when the same was claimed by Pillapah Setty, that he would take the bank away if his father agreed he acknowledged his father had signed the sale bond and so had himself but he was young and idiotic. — a Summons was sent for Muttupilly on the same date & he appeared on the 23 & was examined on the following day & stated he had no objection to the bank being removed but not being able to do so himself wished the Circar to do it. He acknowledged signing an has ta kishozen the Talook during the previous Year but denied doing so in the sale bond.

17. On the 27 of December Pillapah Setty presented a Petition No $\frac{2200}{44}$ stating if I would look at the record I would find the bank was on his own purchased ground. The witnesses mentioned in the deed of sale, inconsequence of Muttupilly's deposition, were therefore sent for on the 30th & 8 of the 9 who were summoned were examined on 2nd and 3rd of January one Witness being present had been

been examined on the 27 of December and another on the 30 Idem. They all acknowledged having signed the sale bond and some of them were present when Muttupilly & his son signed the same. On the said 3rd of January Muttupilly stated he had no questions to put to the Witnesses but objected to sign his deposition. When asked to state his objections he said he had none and signed it accordingly. On that day he requested the Curnum to repeat in a separate writing that which he had formerly assented to on the 24th of December 1844 viz that as he had no objection to the removal of the bank only not being able to do so he now proposed that Pillapah Chetty should remove it. This wish was scarcely at variance with his actions as he had already signified his willingness to allow the removal of the bank he had placed there. It was not therefore considered necessary to obtain a Document to verify a petition or statement given in person with his own signature on the same date as his last deposition. I therefore issued instructions on the following day for it to be so. I have however endeavoured to obtain

obtain the presence of the said individual Mutto-
pilly to speak to his signature &c but have
not been able to effect it - I however took
the evidence of the writer who is the village
curnum, who stated he wrote the same
on the wish of the Natamgar Muttupilly -
I proceeded to the spot with the Tahsildar
on the 24th ultimo and examined all the
spots in dispute and with regard to the
land in question it appears that it is the
remnant of a very small old bank on which
Muttupilly on one side had heaped some
earth at a probable cost of 1½ or 2 Rupees
It was this new earth which was required to
be removed -

13- I had hoped to see Muttu-
pilly but as mentioned in the first Para of this
communication he had left the village - I how-
ever took a deposition from his son Ratna-
chellum Pilly who is after all the chief agent
of Real Petitioner, as the whole proceedings
tend to shew. He commenced by stating ~~he~~
his grandfather had dug the Tank but had
no proof but he had Circar pottahs for
the land in his house - he did not know
how many or what tay - On being asked
~~how~~ Punjah came to be cultivated on
Nunjah he allowed he had never cultivated
the land at all but only on either side of

it! In 1252 he had cultivated 9/10 of a Quintah Nunjah next to it! he had also cultivated some of the Fysul Nunjah but did not know how much, he paid the tax for the same - but never in his own or father's name was a Puttah taken out for the lands - He did not know of Pillapah Setty's purchase because he was then mad and wore chains as the village people knew - He did not remember whether himself or father signed the deed of sale - that his father had been very ill for 2 months and for some time previous, but had now gone to a village in Madacollam and during the last 2 or 3 Years he had done his father's duty without any orders from the Circar - and that it was his wish that the lands of the Tadancollam should not be covered by the increased Water in the Cooddy Kal Collam This increase of water was ordered forthwith to be rectified although there appeared only a few inches of the said lands inundated & that owing to the fields banks requiring repair still to avoid a very occasion of dispute a trench was directed to be cut at the proper extremity of Pillapah Chetty's tank bank to prevent it retaining any more water than it did at the settlement time - To prevent mistakes

a

a written order was subsequently issued - a Copy of this order and the one on the same subject issued on the 6th of September 1843 are herewith forwarded

19 - Since the preparation of the above some of the documents had to be sent for from the Talook and one said not to have been received there has since been discovered. In the mean time a deposition has been taken from Nallaswamy Setty to ascertain the truth of the statements, either of Ratnachellum pilly who stated that Muttupilly had given the money to Nallasawmy Setty, or of Swamy Rajah (and others) who stated the money had been put in his hands by Pellapah Setty till the Bond should be forth coming, and there is every reason to believe from Nallasawmy Settys statement that both are particularly false - and that the Money has never up to this date been placed in any body's hands either as a principal or Mediator however much it may suit the convenience or interests of Ratnachellum Pilly & Swamy Rajah to declare to the Contrary and even to declare contrary to each others assertions - and the money not having been delivered to either bothe would entitle the mortgagees to the usufruct of the land mortgaged. -

219

20. In conclusion therefore, I would beg to recommend that my decision respecting the cutting a Channel between the old and new bank of the Coddy Kaboollam to prevent the possibility of any of Ratnachelleims fields being inundated, meet with support; and with respect to the Swamy Bhogam on Meetteepilly land under the Dadamcollam that the money be forthwith paid down by Meetteepilly to either or both the Brothers, or whoever lent the Money, and if they are not satisfied with the interest given that they be at liberty to move the Civil Side of the Zillah Adalut. That with respect to the new channels stated to be cut across each others premises, Ratnachelleim Pilly to have the same right that he had by consent of Chenna Pujary Pilly as stated in my order of the 20 of May 1843 and that Pillapah Setty may cut any channel on the ground there belonging to Chenna Pujary of which he is now the proprietor: and that neither Meettee-pilly nor Ratnachelleim pilly have proved their right to the Chenna-Collam alias Pachamadday which Pillapah Chetty proves he purchased several years back and on which he has since spent some hundreds of Rupees-

and

and that if Moottiepolly can establish his claim, he should do so before a civil Tribunal.

I have the honor to be
Sir,
Your Most Obedt Servt

[signature]
Sub Collector

Dindigul
Sub Collector's Cutchery
8th April 1840.

Dispatched 14th Do
Recd 16th JB

22,

No 148

From the Sub
Collector Dindigul
8th April
1840

No. 153

From the Sub Collector
To the Principal Collector of Madura

Dindigul 9th April 1846
Recd 11th Do.

Sir,

I have the honor to acknowledge the receipt of your letter of the 30th Ultimo with petition dated 13th December last from Vardapah Naik to meet whose case I beg to submit an endorsement and at the same time to state a few words respecting that individuals lands particularly that portion situated in Devadhanapetty of Tengare Called Combets anab -

2. This spot contains 250 Goontahs and was held on Cowl tenure by the Petitioner Vardapah Naik who being totally unable to Cultivate the land himself underlet it but by a breach of faith on his part the under renters became disgusted and abandoned him. The land was left fallow, and on Vardapah Naik being called upon for payment he resigned all claim to the land in Petitions dated the 20th of July 1842 (No. 387) and on the 19th November /42 a separate Resignation with petition (943) on which subject he also appeared and gave a deposition on the 27th of January 1843. He ever again presented a Razeenamah on the 5th of July of the same year.

3. In the meantime however he addressed either the Board of Revenue or yourself and obtained permission to take up only half the land Viz^t: 130 out of the 250 on the plea of the remainder not being fit for Cultivation. Other parties then came forward and took up the land which had been declared not capable of Cultivation and have this year Cultivated the whole of it.

4. I beg therefore respectfully to state that the assertion of Vardapah tank of land having been given to another without his resignation is particularly false and that he has no claim whatever to any portion of the land under Combay Anab beyond the 130 Goontahs he was allowed to retain as mentioned in the last para. The remainder or 120 Goontahs being in other hands.

5. The documents connected with the case are herewith forwarded and Petition returned.

I have the honor to be &c.
(Signed) W. Elliot
Sub Coll^r.

(True Copy)

J. Blackburne
Princ^l. Collector.